

AWARD/CONTRACT		1. THIS CONTRACT IS NOT A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 79 PAGES		
2. CONTRACT (Proc Inst. Ident.) NO. DTFH61-12-D-00047		3. EFFECTIVE DATE 01/11/2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 70-70-12003				
5. ISSUED BY U.S. Department of Transportation Federal Highway Administration Office of Acquisition Management 1200 New Jersey Avenue, SE, ROOM E65-101 Washington DC 20590		CODE HAAM-20D		6. ADMINISTERED BY (If other than Item 5) Same as Block 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Booz Allen Hamilton, Inc. 8238 Greensboro Drive McLean, VA 22102 Attn: [REDACTED]				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> FOB Destination				
				9. DISCOUNT FOR PROMPT PAYMENT None				
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12		
CODE		FACILITY CODE						
11. SHIP TO/MARK FOR See Part I, Section F		CODE		12. PAYMENT WILL BE MADE BY FHWA Finance Division Markview Processing P.O. Box 268865 Oklahoma City, OK 73126-8865		CODE AMZ-150		
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION:				14. ACCOUNTING AND APPROPRIATION DATA 15X0432060.0000.0704320600.7001000000.25305.61006600 \$25,000.00				
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	"Support Services for the Office of Operations (HOP); Transportation Operations (HOTO) and Transportation Management (HOTM)"			Total Potential	Amount of	Contract	\$29,515,729.00	
15G. TOTAL AMOUNT OF CONTRACT							\$11,574,197	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]				20A. NAME OF CONTRACTING OFFICER Adams JeanPierre,, Contracting Officer Federal Highway Administration				
19C. DATE SIGNED 09/25/12				20B. UNITED STATES OF AMERICA BY <u>AL V B Le</u> (Signature of Contracting Officer)		20C. DATE SIGNED 09/27/2012		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all facilities, materials, and personnel, and shall perform all services necessary to perform the tasks described herein under this contract entitled, "Support Services for the Office of Operations (HOP); Transportation Operations (HOTO) and Transportation Management (HOTM)." Specifically, and under this contract, the Contractor shall provide services related to Operations Program Group 1- Transportation Management and Operations.

This is an Indefinite-Delivery-Indefinite-Quantity (IDIQ) hybrid contract utilizing cost-plus-fixed-fee (CPFF) and/or firm-fixed-price (FFP) Task Orders in accordance with FAR 16.500. In accordance with the table below, the maximum potential value of all orders placed against this contract shall not exceed \$29,515,729 over five-years (24-month base period and three 12-month option periods). The distribution of this amount between cost and profit/fee shall be determined based upon the individual Task Orders awarded. The guaranteed minimum is \$25,000 for the base period and \$10,000 per option period if exercised.

INDEFINITE-DELIVERY-INDEFINITE-QUANTITY MINIMUM AND MAXIMUM AMOUNTS

Contract Line Item Number (CLIN)	Support/ Services	Program Group 1 MAX	Program Group 2 MAX	Program Group 3 MAX	Maximum Potential Amount	Minimum Guarantee
CLIN 0001	Base Period (24 months)	██████████	\$0.00	\$0.00	██████████	\$25,000
CLIN 0002	Option Period 1 (12 months)	██████████	\$0.00	\$0.00	██████████	\$10,000
CLIN 0003	Option Period 2 (12 months)	██████████	\$0.00	\$0.00	██████████	\$10,000
CLIN 0004	Option Period 3 (12 months)	██████████	\$0.00	\$0.00	██████████	\$10,000
Total Estimated		\$29,515,729	\$0.00	\$0.00	\$29,515,729	\$55,000

All travel shall be reimbursed at cost in accordance with the travel and per diem clause (reference Section G). Unless otherwise approved in writing by the Contracting Officer, the unloaded cost of travel and per diem shall not exceed \$██████████ for the entire period of performance (Base plus all Option Years). This cost is included in the total estimated cost of the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Federal Highway Administration is a major agency within the U.S. Department of Transportation (DOT) and a cabinet-level organization of the Executive Branch of the U.S. Government. FHWA's mission is, "To improve mobility on our Nation's highways through national leadership, innovation, and program delivery." In addition to its focus on mobility and addressing congestion, FHWA also is charged with the broad responsibility of ensuring that America's roads and highways continue to be the safest and most technologically up-to-date in the world. Although State, local, and tribal governments own most of the Nation's highways, FHWA provides knowledge financial and technical support to them for constructing, improving, operating, and preserving America's highway system.

The FHWA's Office of Operations initiative to reduce highway congestion through better operation of the highway network builds on the thought that we can do more to manage transportation system operations so that the highway system performs better to meet customer expectations regardless of the demands placed on it. As improving operations becomes a strategy that is more fully applied to transportation, it will require rethinking of how services are delivered to those who depend on the transportation system. Effectively addressing the congestion problem while enhancing safety and preserving the environment, will hinge on the ability to reshape traditional transportation organizations into "21st century operations agencies using 21st century technologies".

The program areas within the Office of Operations are helping to change the mindset of traditional transportation organizations by developing and implementing programs, training, and tools to support meeting this goal.

C.2 ADDITIONAL BACKGROUND MATERIAL

BACKGROUND

The work required under this contract is designed to provide the FHWA Office of Operations with a mechanism to continuously support and assist HOTO and HOTM. Typical support activities provided under this contract could include the development, conduct or logistics support for: (1) special studies on policy and technical matters, (2) research and evaluations related to and in support of operations, (3) technical issue papers, (4) briefing materials and case studies on the state-of-the-practice, (5) seminars, (6) technical assistance networks, (7) specialty conferences/workshops/symposia, (8) focus group meetings on special issues, (9) development of tools to be used by defined stakeholders, and (10) the preparation of a newsletter and/or articles on topics associated with HOTO or HOTM program activities. Similar support activities provided under this project may also be initiated by FHWA field offices or other offices at FHWA HQ as long as the work to be performed helps to achieve the Mission and Goals of the Office of Operations.

Additional information for the programs within the Office of Operations can be found at http://www.ops.fhwa.dot.gov/program_areas/programareas.htm

C.3 CONTRACT OBJECTIVES

1. To support FHWA Office of Operations activities related to the office's strategies through a continuous contractor(s)-supported program of technical assistance, technical studies, and technology transfer.
2. To develop and refine the tools, evaluations, and information needed to formulate FHWA's policy and/or legislative position on operations programs.
3. To investigate, evaluate, summarize, organize, and disseminate information as appropriate to support the technology transfer, technical assistance, and policy development efforts of FHWA's Office of Operations.
4. To develop and deliver workshops, seminars, and other educational mechanisms that may utilize interactive computer-aided instructional tools to demonstrate the application and effectiveness of Operation's Strategies.
5. To provide market research, evaluation, assessment and measurement, and information sharing.

C.4 SCOPE OF WORK

The contractor will provide support to Operations staff (1) in the development of policy, programs, and projects that advance operations; (2) for communications activities that raise awareness, understanding, and the application of the operations concepts; (3) for the development and use of technical tools including models and computer-aided instructional (CAI) projects; (4) for technology transfer and technical assistance programs to state and local transportation professionals and others, such as contractors and consultants that perform work for our state and local partners; and (5) for program assessment including project evaluation, performance measurement, and process improvement

This contract provides for technical and program support for a number of activities that will assist the Office of Operations in particular and FHWA in general with coordination and development.

The Office of Operations consists of three Offices, HOTO, HOTM and HOFM. This procurement action focuses on HOTO and HOTM. Within the Office of HOTO and HOTM there are 17 program areas. For this procurement, these 17 program areas are grouped into 3 Program Groups. The correlation of the 17 Program Areas to the program groups is shown below in Table 1.

Table 1

Operations Program Area	Operations Program Group
<ul style="list-style-type: none"> • Arterial Management • Corridor Traffic Management • Freeway Management • Manual on Uniform Traffic Control Devices (MUTCD) • Performance Measurement • Planning for Operations • Real Time Traveler Information • Road Weather Management • Tolling and Pricing Program • Traffic Analysis Tools • Travel Demand Management • Work Zone Management 	1. Transportation Management and Operations
<ul style="list-style-type: none"> • Facilitating Integrated ITS Deployment • ITS JPO Research Program. 	2. Operations and Intelligent Transportation Systems (ITS)
<ul style="list-style-type: none"> • Traffic Incident Management (TIM) • Emergency Transportation Operations • Planned Special Events 	3. Traffic Incident & Events Management

Below are brief descriptions' of the 17 Program Areas identified in Table 1.

Transportation Management and Operations

- Arterial Management – The Arterial Management Program promotes and supports the advancement of traffic signal management and operations by supporting, promoting and developing research, technology, tools, guidance, training and outreach that improve practice, build professional capacity and foster collaboration among agencies responsible for operation and maintenance of traffic signals.
- Corridor Traffic Management - When congested traffic conditions occur on one roadway, traffic on adjoining roadways or freeway interchanges in the corridor, are also impacted. Typically, as congestion occurs on one roadway, travelers respond in a variety of ways: finding an alternate route, selecting a different roadway (freeway versus surface street), adjusting their trip to another time of day, or remaining on their current route and enduring the significant delays. These disruptions range in scale, frequency, predictability, duration, and have the potential to impact a number of facilities or modes. A number of promising approaches may enhance how we currently operate the surface transportation system. The proactive use of managed lane strategies, alternate routing

of traffic, and proactively managing and controlling traffic within freeway corridors offer are a few useful approaches to operating the transportation system. These strategies have the potential to achieve significantly greater levels of utilization of the existing roadway capacity, improve travel times, enhance safety, and reliability of travel.

Localized (Bottleneck) Congestion – This program is directed solely at recurring congestion. In this era of economic challenges it is even more imperative to make the most efficient use of that which already exists. The transportation profession has gradually come to realize that it is often the subordinate parts of a highway facility that need tweaking, and not necessarily a knee-jerk reaction to “add more” infrastructure to fix recurring congestion. An agency that does not have a stand-alone “localized” congestion program (e.g., similar to a stand-alone safety-spot program) is missing an opportunity to address a specific subset of overall congestion.

- Freeway Management – The Freeway Management Program supports and promotes the use of integrated and coordinated freeway systems and proactive freeway management to mitigate the impacts of congestion and improve the safety, mobility, productivity and reliability of travel on the nation's freeway facilities.
- Manual on Uniform Traffic Control Devices (MUTCD) – The *Manual on Uniform Traffic Control Devices* (MUTCD) establishes the standards that must be used by road managers nationwide to design and use traffic control devices on all public streets, highways, bikeways, and private roads open to public travel. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. The MUTCD program includes but is not limited to development of proposed revisions and updates of the MUTCD, adopting such revisions using the formal Federal rulemaking process, development of MUTCD text, graphics, ancillary documents and publications, and providing outreach and technical assistance to MUTCD users.
- Performance Measurement – Performance measurement is the use of evidence to determine progress toward specific defined organizational objectives. This includes both quantitative evidence (such as the measurement of customer travel times) and qualitative evidence (such as the measurement of customer satisfaction and customer perceptions). Operations performance measurement, therefore, measures progress toward meeting the objectives of transportation system management and operations. Although the specific objectives of management and operations activities vary among organizations, most relate to the overall goals of transportation mobility, reliability, and productivity.
- Planning for Operations – Planning for Operations is a joint effort between the FHWA Office of Operations, Office of Planning and FTA's Office of Planning, and was developed to promote multimodal planning practices that support 21st century transportation system management and operations. In order to link 21st Century operational services into the transportation planning and programming process,

transportation planners and operators should have a common understanding of the mobility, safety, and efficiency benefits of linking planning and operations. Linking planning and operations is vital to improving transportation decision making and the overall effectiveness of transportation systems. Coordination between planners and operators helps ensure that regional transportation investment decisions reflect full consideration of all available strategies and approaches to meet regional goals and objectives.

- Real Time Traveler Information – The Real-Time Traveler Information program focuses on information for all sorts of travel on our surface transportation networks - how the information is collected, how it's processed, how it's provided to consumers, and how it may be used by transportation system operators to improve travel for everyone.
- Road Weather Management - Adverse weather conditions have a major impact on the safety and operation of our Nation's roads, from signalized arterials to Interstate highways. Weather affects driver behavior, vehicle performance, pavement friction, and roadway infrastructure. Weather events and their impacts on roads can be viewed as predictable, non-recurring incidents that affect safety, mobility and productivity. Weather affects roadway safety through increased crash risk, as well as exposure to weather-related hazards. Weather impacts roadway mobility by increasing travel time delay, reducing traffic volumes and speeds, increasing speed variance (i.e., a measure of speed uniformity), and decreasing roadway capacity (i.e., maximum rate at which vehicles can travel). Weather events influence productivity by disrupting access to road networks, and increasing road operating and maintenance costs. Combining ITS and weather forecasting with transportation management strategies will lead to a safer and more efficient transportation system.
- Tolling and Pricing Program - The Office of Operations works closely with Innovative Program Delivery which is responsible for coordinating the Tolling and Pricing team activities. The Tolling and Pricing team is responsible for guiding individual States and jurisdictions that submit an Expression of Interest to the appropriate Federal tolling authority and to the appropriate technical approach to implement transportation pricing projects within the FHWA. The Value Pricing Pilot (VPP) program has been in operation for over ten years, and has successfully implemented a handful of innovative pricing project. The Tolling and Pricing Team was formed to:
 - Coordinate the different tolling and pricing programs and provisions within FHWA, and
 - Direct public authorities to the most appropriate program or provision among the many options available to meet their goals.The Team serves as a clearinghouse to coordinate all tolling and pricing requests, but does not act to approve any requests. All approvals and program oversight rest with the Office of the Secretary of Transportation.
- Traffic Analysis Tools - The Traffic Analysis Tools Program was formulated by FHWA in an attempt to strike a balance between efforts to develop new, improved tools in support of traffic operations analysis and efforts to facilitate the deployment and use of existing

tools. FHWA has established two tracks under the Traffic Analysis Tools Program: the *deployment track* and the *development track*.

- Travel Demand Management – Managing both the "growth of" and periodic "shifts in" traffic demand are necessary elements of managing traffic congestion. If traffic demand is not managed, the performance of the transportation system will be adversely affected. Managing traffic demand today is about providing travelers, regardless of whether they drive alone, with travel choices, such as work location, route, time, and mode.
- Work Zone Management - The goal of the FHWA Work Zone Mobility and Safety Program is to "make work zones work better" by providing transportation practitioners with high-quality products, tools, and information that can be used to help improve work zone management, and ultimately reduce congestion and crashes in and around work zones. The program promotes consideration of work zone impacts throughout project delivery and the use and assessment of effective practices to mitigate those impacts. The Work Zone Program addresses a range of strategies for work zone management that go beyond typical operations strategies because work zone safety and mobility are influenced by decisions made throughout project delivery, including aspects of project scheduling and coordination, contract type, construction methods, design standards, maintenance of traffic, and public outreach.

Operations and Intelligent Transportation Systems (ITS)

- Facilitating Integrated ITS Deployment – The Facilitating Integrated ITS Deployment program is responsible for developing, and supporting implementation of, Intelligent Transportation System (ITS), policies, and programs aimed at increasing the level of integrated ITS deployment throughout the country. Technical support includes facilitating deployment of ITS standards through the development of tools, training, and technical deployment support.
- The Intelligent Transportation Systems (ITS) Research Program - The Intelligent Transportation Systems (ITS) Joint Program Office (JPO) is charged with the planning and execution of the ITS Program as authorized by Congress in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, P.L. 109-59). This program encompasses a broad range of technologies that are applied to the surface transportation system. The ITS JPO coordinates with and executes the program in cooperation with the surface modal administrations within the Department of Transportation, such as: Federal Highway Administration (FHWA), Federal Transit Administration (FTA), National Highway Traffic Safety Administration (NHTSA), Federal Motor Carrier Safety Administration (FMCSA), et al.

The ITS JPO ITS Research and Development includes related supporting activities. The contractor's and subcontractors' expertise must span the breadth of ITS to encompass the current needs of deploying agencies, while also providing targeted expertise to address the emerging needs of the Department of Transportation in its

research efforts. The breadth of ITS is depicted through the National ITS Architecture, version 6.1, and can be described according to user needs:

- Travel and Traffic Management
 - Pre-trip Travel Information
 - En-route Driver Information
 - Route Guidance
 - Ride Matching and Reservation
 - Traveler Services Information
 - Traffic Control
 - Incident Management
 - Travel Demand Management
 - Emissions Testing and Mitigation
 - Highway Rail Intersection
- Public Transportation Management
 - Public Transportation Management
 - En-route Transit Information
 - Personalized Public Transit
 - Public Travel Security
- Electronic Payment
 - Electronic Payment Services
- Commercial Vehicle Operations
 - Commercial Vehicle Electronic Clearance
 - Automated Roadside Safety Inspection
 - On-board Safety and Security Monitoring
 - Commercial Vehicle Administrative Processes
 - Hazardous Materials Security and Incident Response
 - Freight Mobility
- ITS Applications for Traffic Incident & Events Management
 - ITS Applications for Emergency Notification and Personal Security
 - ITS Applications for Emergency Vehicle Operations at Incident or Events Scenes
 - ITS Applications for Major or Catastrophic Incident Response, including Evacuation Planning and Operations
- Advanced Vehicle Safety Systems
 - Longitudinal Collision Avoidance
 - Lateral Collision Avoidance
 - Intersection Collision Avoidance
 - Vision Enhancement for Crash Avoidance
 - Safety Readiness
 - Pre-crash Restraint Deployment

Automated Vehicle Operation

- Information Management
Archived Data
- Maintenance and Construction Management
Maintenance and Construction Operations

Support Connected Vehicle Research Program. This includes facilitating involvement of public sector participation in stakeholder groups and forums related to Connected Vehicle and assisting USDOT in managing related meetings and activities. Provide input on stakeholder needs and facilitate stakeholder reviews of program documents and activities. Support appropriate outreach activities and exchange among public sector members to promote implementation of research results. Support research activities related to implementation strategies and guidance and applications development.

Provide support in other ITS research areas, including safety, mobility and environmental program areas. Provide support to USDOT in stakeholder involvement activities, meeting support, needs definition, policy research, implementation guidance, outreach and technology transfer activities related to these research programs.

Traffic Incident & Events Management

Traffic Incident & Events Management (TI&EM) - FHWA, through the TI&EM programs, provides tools, guidance, capacity building and good practices, state of the practice, lessons learned and other forms of knowledge that aid local, regional and State DOTs and their partners in their efforts to improve transportation network efficiency and motorist and public responder safety when a *non-recurring* event either interrupts or overwhelms transportation operations. Non-recurring events may range from traffic incidents to traffic Planning for Special Events (PSE) to disaster or emergency transportation operations (Disaster-level Incident Management). Work in TI&EM program areas focuses on using highway operational tools to enhance mobility and motorist and responder safety. Partnerships in TI&EM program areas involve non-traditional transportation stakeholders since TI&EM programs involve transportation, public safety (fire, rescue, emergency medical service [EMS]), law enforcement and emergency management communities. TI&EM, as a discipline, spans a full range of activities: from transportation-centric (fender benders) to those where transportation is a critical response component (e.g., hurricane evacuations). Traffic PSE, serves as the platform for community preparedness and response readiness for events that range from parades through town and subsequent street closings and a focus on traffic management to events that might attract malevolent acts that cause a potential emergency response—for example the Super Bowl. Though these programs have distinct characteristics, the interrelationships among these are

also very evident. From an institutional perspective, one of the similarities these three share is that they all depend on good regional relationships, particularly among transportation, law enforcement and fire and rescue professionals. The partners involved in the planning, response and recovery are often the same.

This contract and the services required under this contract are specific to the Transportation Management and Operations Program Group as described in this contract.

C.5 LABOR CATEGORY DESCRIPTIONS

Program Manager (Key Personnel): The Program Manager (PM) shall be responsible for overall management of the contract, including quality assurance for all products delivered to the government and availability of resources to complete all task orders.

Senior Professional/Technical Staff

Each SP/T shall have at minimum a Masters degree in transportation operations, transportation systems, or advanced transportation technology, and a minimum of 10 years of progressively responsible experience. This experience shall include technical leadership of significant work on transportation activities.

Upper Mid-level Professional/Technical Staff

The Upper Mid-Level Professional / Technical Staff Members (UMP/T) shall participate in the performance of task orders requiring their "Technical Skills", under the Program Areas assigned to them. Each proposed UMP/T individual shall possess a bachelor's or advanced degree in any field, related to this Operations support project, and shall possess eight - ten years of work experience directly related to the particular "Technical Skill" or "Technical Skills" that the individual is being proposed to contribute to this Operations support project.

Mid-level Professional/Technical Staff

The Mid-Level Professional / Technical Staff Members (MP/T) shall participate in the performance of task orders requiring their "Technical Skills", under the Program Areas assigned to them. Each proposed MP/T individual shall possess a bachelor's degree in any field, whether related to this Operations support project or not, and shall possess five - eight years of work experience directly related to the particular "Technical Skill" or "Technical Skills" that the individual is being proposed to contribute to this Operations support project.

Lower Mid-level Professional/Technical Staff

The Lower Mid-Level Professional / Technical Staff Members (LMP/T) shall participate in the performance of task orders requiring their "Technical Skills", under the Program Areas assigned to them. Each proposed LMP/T individual shall possess a bachelor's degree in any field, whether related to this Operations support project or not, and shall possess three - four years of work experience directly related to the particular

"Technical Skill" or "Technical Skills" that the individual is being proposed to contribute to this Operations support project.

Junior Level Professional/Technical Staff

The Junior-Level Staff Members (JP/T) shall participate in the performance of task orders requiring their "Technical Skills", under the Delivery Strategies assigned to them. Each individual proposed JP/T shall have the ability to perform intelligently and efficiently a specified technical task under an assigned task order at the direction of the contractor's technical staff. Each individual proposed as a JP/T shall be competent in basic research and in analysis, and shall possess results-documentation skills. The JP/T shall collectively possess a mix of the "Technical Skills". Each proposed JLSM individual shall, at a minimum, possess an associate's degree in any field, whether related to this Operations support project or not, and shall possess two years of work experience directly related to the particular "Technical Skill" or "Technical Skills" that the individual is being proposed to contribute to this Operations support project.

Researcher/Technical Writer

The Researchers / Technical Writers (R/TW) shall participate in the performance of task orders requiring their skills, under the program areas assigned to them. Each individual proposed as an R/TW shall have the ability to interpret results of technical research or projects, and the ability to present such results in written material in a way that concisely and clearly conveys the results to a variety of readers including those generally familiar with the subject and those unfamiliar with it. Each proposed R/TW shall possess at least one year of work experience in researching / technical writing, but such experience need not necessarily be in a transportation-related field. Each proposed RTW individual shall, at a minimum, possess an associate's degree.

Computer Support(s)

The Computer Support Staff persons (CS) shall participate in the performance of task orders requiring their skills, under the Delivery Strategies assigned to them. Each individual proposed as a CS shall have the ability to use a wide variety of commercial software products for analysis and documentation, including: use of software for standard word processing desktop publishing, website creation, spreadsheets, statistical analysis, graphical presentations, databases (including GIS), e-mail, and collaboration-support. CS staff persons collectively shall possess the ability to use computer tools appropriate to the engineering and planning skills mentioned in this Solicitation. A given individual may be proposed to serve as CS for one, or for more than one, Delivery Strategy; but in its initial proposal each offeror shall explicitly designate the Delivery Strategy or Delivery Strategies over which each separate named CS staff person would have responsibility. Each proposed CS staff person shall possess at least one year of work experience in rendering computer support, but such experience need not necessarily be in a transportation-related field. Each proposed CS individual shall, at a minimum, possess an associate's degree in any field, whether related to this Operations support project or not.

General Support Staff

The General Support Staff persons (GS) shall participate in the performance of task orders requiring their skills, under the Delivery Strategies assigned to them. Each individual proposed as GS staff person shall have skills in word processing, graphical illustration, desktop publishing and mailing list software, and shall have the ability to turn products of technical staff into documents and presentations of specified formats and of high quality, including camera-ready copy for publications, and the ability to distribute such materials promptly to mailing lists of reviewers and participants. Each proposed General Support staff member (GS) shall possess at least one year of work experience in rendering general office support, but such experience need not necessarily be in a transportation-related field. Each proposed GS individual shall, at a minimum, possess an associate's degree in any field, whether related to this Operations support project or not.

C.6 DELINEATION OF TASK AREAS

1. **TASK AREA A: CONTRACT AND PROJECT MANAGEMENT**
2. **TASK AREA B - SUPPORT TO STAFF IN THE DEVELOPMENT OF POLICY, PROGRAMS, AND PROJECTS THAT ADVANCE OPERATIONS**
3. **TASK AREA C - SUPPORT TO STAFF FOR COMMUNICATIONS ACTIVITIES, INCLUDING MARKETING AND OUTREACH THAT RAISE AWARENESS, UNDERSTANDING, AND THE APPLICATION OF THE OPERATIONS CONCEPTS**
4. **TASK AREA D - SUPPORT TO STAFF FOR THE DEVELOPMENT AND USE OF TECHNICAL TOOLS INCLUDING MODELS AND COMPUTER-AIDED INSTRUCTIONAL (CAI) PROJECTS**
5. **TASK AREA E - SUPPORT TO STAFF FOR TECHNOLOGY TRANSFER AND TECHNICAL ASSISTANCE PROGRAMS TO STATE AND LOCAL TRANSPORTATION PROFESSIONALS AND OTHERS.**
6. **TASK AREA F - SUPPORT TO STAFF FOR PROGRAM ASSESSMENT INCLUDING PROJECT EVALUATION, PERFORMANCE MEASUREMENT, AND PROCESS IMPROVEMENT**

C.7 TASK AREA WORK DESCRIPTIONS

TASK AREA A: CONTRACT AND PROJECT MANAGEMENT

The Contractor shall effectively manage the collection of Task Orders issued under this contract. This Task Area A is intended to provide a Task Area for the overarching Project Management activities that cross numerous or all task orders and cannot be directly

attributed to one task order. Immediately after award, the FHWA intends to initiate and execute a Task Order for Project Management.

NOTE: This contract does not include a separate administrative Task Order to cover the costs of proposal preparation costs for bidding on Task Orders. Contractors are to handle such Task Order bid and proposal costs in accordance with their disclosure statements/cost accounting system. This Task Area A, entitled Project Management, does NOT include Task Order bid and proposal costs. Task Order bid and proposal costs are expressly unallowable as direct costs under this contract.

Management steps shall include, but are not limited to the following:

- a) Attend administrative meeting(s) requested by the Government, including initial or "kick-off";
- b) Meet with the COR and Office of Operations Staff annually to review best practices from the previous year, discuss reporting process and invoices with staff. COR will initiate meetings;
- c) Implement, and refine as necessary, a task order process and procedure;
- d) Negotiate and award subcontracts;
- e) Coordinate and negotiate work by others, such as partners in the task.
- f) Develop and maintain a work plan for each task order issued, as specified below.
- g) Inform the COR, as soon as possible, of any problems encountered or anticipated that might affect the successful completion of a deliverable or task order.
- h) Deliver monthly progress reports, as described in Section G2.
- i) Deliver monthly invoices electronically, as described in Section G6.
- j) Deliver other program status reports and briefings, as required by the Government.
- k) Ensure that necessary facilities, equipment and management tools needed to carry out the contract and task orders are on-hand.
- l) Develop and maintain a project schedule, work plan, travel budget, and timetable for all deliverables. Respond as required to inquiries under approved task orders, and ensure adequate technical staffing and work schedules to successfully complete project tasks.
- m) Implement a comprehensive QA/QC process throughout all elements of the tasking process.

The Office of Operations IDIQ contractor will be responsible for developing and communicating a complete project management plan for each task that is assigned. The project management plan will follow the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) standard ANSI/PMI 99-001-2004.

The level of project management and management plans initiated shall be commensurate with the level of effort. When called for in the Task Order

Proposal Request (TOPR), in individual task orders, a detailed project management plan containing the following components will be required.

Project Management Plan Deliverables

PMBOK Process	Deliverables	Deliverable Due from Notice to Proceed
Initiating	<ul style="list-style-type: none"> Project Scope Statement (IDIQ Contractor's Proposal Scope Statement) 	1 month
Planning	<ul style="list-style-type: none"> Work Breakdown Structure by Deliverable Milestone and Activity Lists Activity Duration Estimates Sequencing of all activities Project Schedule Network Diagram Project Schedule Baseline Project Schedule Critical Path identified in Network Diagram Project Communications Plan Risk Management Plan Risk Register Human Resource Plan with Roles and Responsibilities, Project Organizational Charts, and Staffing Management Plan Cost Estimates by deliverable identified in Project Schedule 	3 months
Executing	<ul style="list-style-type: none"> Execution of the: <ul style="list-style-type: none"> Project Management Plan Risk Management Plan Project Communications Plan Human Resource Plan Cost Management Plan 	Ongoing throughout the period of performance of the task order
Monitoring & Controlling	<ul style="list-style-type: none"> Updates to Project Management Plan Updates to Project Schedule Updates to Scope Management Plan Cost Tracking Matrix (Exhibit I) tracking actual costs against proposal estimated cost by deliverable. The creation of cost accounting charge numbers by deliverable will be required to support tracking costs. Status Reports, Progress Reports, and Cost Tracking Matrix by deliverable. Reports. Reports distributed per Communications Plan Updates to Risk Management Plan and Risk Register 	Ongoing throughout the period of performance of the task order
Closing	<ul style="list-style-type: none"> Final Report of Closed Project Activities 	Last month of the Period of Performance of the task order

The following are explanations of the components in the project management plan, as per PMBOK standard.

- 1) **Scope Statement** – Plan to ensure that the project includes all the work required and only the work required, to complete the project successfully
- 2) **Communications Plan** – A plan ensuring timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of project information.
- 3) **Work Breakdown Structure** – Subdividing the major project deliverables and project work into small, more manageable components. Budget dollars and planned duration time can be assigned to each component.
- 4) **Critical Path** – it is the longest duration path through a network diagram and it determines the shortest time to complete the project.
- 5) **Develop a Project Schedule using a Gantt Chart** – A project schedule developed based upon activity sequences, durations, resource requirements, and schedule constraints. The project schedule must include planned start and finish dates, activity sequences, activity durations, planned milestones and the identification of the critical path.
- 6) **Risk Management Plan** – A plan ensuring a structured process that conducts risk identification (entered into a risk register) analysis for risk mitigation, and developed responses and actions to planned mitigation of risks.
- 7) **Monitoring and Control Project Work** – A plan that identifies how the project-work will be tracked, reviewed, and regulated to meet the performance objectives of the project management plan. The contractor will execute the monitoring and control plan to ensure the project is meeting the deliverables outlined in the Statement of Work.
- 8) **Project Closeout Plan** – A plan to ensure that all project work is complete and that the project has met its objectives.

The deliverables from this task area may include, but not be limited to, monthly status reports, quarterly status briefings on critical tasks, meeting reports, and liaison activities as directed by the COR.

TASK AREA B - SUPPORT TO STAFF IN THE DEVELOPMENT OF POLICY, PROGRAMS, AND PROJECTS THAT ADVANCE OPERATIONS

Under the overall management of the Government, the contractor shall provide monitoring support; economic and policy analyses; engineering, operational, and

systems design assistance and research to FHWA staff as needed in administrative, legislative, and technical matters relating to the identified program. This assistance includes preparing white papers, collecting, managing, and analyzing data, conducting special studies, or analyzing issues, on an as-needed basis, in the development of policy, programs, and projects that advance operations. In addition, the contractor shall provide support to the work of FHWA cross-cutting teams for coordinating and facilitating policy, program, and project activities in operations. Specific activities under this task also may include:

1. Seminars, meetings, web meetings, online collaboration, simulcast etc: Provide support to FHWA Headquarters and field staff in holding meetings, seminars, and focus groups as necessary to define needed actions to enhance Office of Operations program delivery strategies. The audience would include staff from DOT Operating Agencies, States, and local areas, and others. The effort would include facilitating group and/or team discussions, hosting, arranging, issuing invitations, providing logistical and technical support, providing informational packages to participants, assisting with the running of the forum, taking notes, and preparing a summary report for FHWA. The work may also include development of brochures and informational materials. For pricing purposes a group or team meeting will be 20 to 30 people for 1-2 days and a seminar or workshop will be 50 to 100 people for 2-3 days. **Food and beverage costs are not allowable items for reimbursement.**
2. Status reports and case studies: Prepare status reports on the state of practice for selected Operations program areas. The status reports would synthesize the current experiences and developments. Based on the current practices, prepare case studies that describe and analyze specific exemplary or innovative measures. For example, status reports may be requested on work zone safety practices or service patrols for incident management activities in the United States. Case studies may be prepared to describe and assess selected weather and emergency management programs identified in a Status Report. The length of the status report should not exceed 25 pages.
3. Policy/Legislative/economic analysis: Analyze the cost, benefits, impacts, etc. of proposals made to support legislative and policy initiatives. The effort may include conducting small-scale research on legislative proposals to gather information and identify impacts. The analysis could also be associated with operational aspects of the National Highway System or questions raised by Congress as part of the Department of Transportation annual budget appropriation hearings. The results of any analysis will be contained in a technical memorandum (or white paper) and should not be longer than 15 pages in length. The analyses will also be designed to provide technical assistance with the implementation of the current and future re-authorizations of transportation related legislation.

4. Special Studies: Conduct special studies on topics related to the support of the Operations program areas. Special studies or topics may be related to financial, technical, institutional, or administrative aspects of the Operations program delivery strategies. For example, the special studies may include market research to understand the acceptability or impact of traffic management and traveler information systems. In addition, this effort may be used to conduct evaluations of the performance of innovative traffic management and traveler information plans, programs, technologies, and systems funded with Federal-aid funds. The special studies may also include supporting the development of program plans or roadmaps.
5. On-site Administrative and Technical Support: Provide on-site administrative and technical support as needed to the staff of the Office of Operations in order to facilitate program management activities. The individual(s) used for the on-site work will be knowledgeable in a variety of aspects in the programs administered by the Office of Operations. The aspects may include operations, administration, maintenance, enforcement, human factors, planning, and implementation of procedures for data analysis, data management, market research, and communications. Examples of possible projects include logistical support for operations scans and field reviews, or support for workshop development. Individuals must have the ability to efficiently analyze data, run state-of-the-art computer models, and disseminate products to the public. The government shall provide suitable work space, desk, file space, identification cards allowing access to the Government facility, work stations, computers, telephone, local area network (LAN) access for word processing, electronic mail, database, spreadsheet, and graphics development.

TASK AREA C - SUPPORT TO STAFF FOR COMMUNICATIONS ACTIVITIES, INCLUDING MARKETING AND OUTREACH THAT RAISE AWARENESS, UNDERSTANDING, AND THE APPLICATION OF THE OPERATIONS CONCEPTS

Under the overall management of the Government, the contractor shall provide technical, logistical, administrative, and management support to FHWA in order to ensure effective and coordinated communications programs. This will be especially important to advance all aspects of the current National Transportation Operations Coalition (NTOC) currently underway by FHWA and the Institute of Transportation Engineers (ITE).

These support activities are designed to promote the application of operations strategies in general and Operations program areas in particular. Specific activities may include:

1. Communications: Provide support and assistance in the planning and implementation of a coordinated communications program to the Office of Operations and its program areas. This may include preparing materials that promote the application of delivery strategies and program areas to State and

local transportation professionals and others. The materials could include brochures, pamphlets ("trifolds"), factsheets, newsletters, videos, non-technical reports, CD-ROM, Web-based resources, conference displays, and other innovative formats. Topics could relate to aspects of these program areas, such as high occupancy vehicle lanes, incident management, freeway management, traveler information centers, value pricing, electronic payment services, travel demand management, work zones, the MUTCD, and ITS-Public Safety deployment. The materials may also be prepared to promote legislative and policy aspects of operations projects and programs. Topics may include flexible funding for traffic management under existing legislation, innovative procurement policies for operations, and Federal funding options related to public-private partnerships. The work in this area may involve assisting staff in preparing materials for display at conferences, workshops, online, and a variety of other venues. The work in this area may also involve assisting staff in distributing materials to a variety of audiences in electronic and hardcopy formats, with possible efforts including developing and maintaining distribution lists, drafting announcements, and packaging materials for distribution.

2. Symposiums, seminars, focus groups: Provide management, logistical, and technical support to FHWA in preparing a range of seminars, exercisers/simulations workshops, and focus groups to facilitate and promote the application of program areas, measures, and technologies. Proceedings for all sessions will be prepared as part of this effort. Some examples of work to be done under this task is to conduct a 1-day symposium; a regional conference on emergency management during hurricanes or other natural disasters; a series of focus groups to FHWA customers (including the general public) in order to help develop the operations needs ranging from the National Transportation Operations Coalition (NTOC), traveler information, to future traffic management systems. Seminars on skills development, and operations and maintenance needs for ITS deployments may also be developed as part of this work. The audience for these activities may be state and local transportation professionals and decision-makers or private sector users of the transportation system. **Food and beverage costs are not allowable items for reimbursement.**
3. Conferences: Provide management, logistical, technical, and administrative support to FHWA in developing and conducting major National or Regional conferences. Preparing proceedings for such conferences will be included as part of this effort. **Food and beverage costs are not allowable items for reimbursement.**

TASK AREA D - SUPPORT TO STAFF FOR THE DEVELOPMENT AND USE OF TECHNICAL TOOLS INCLUDING MODELS AND COMPUTER-AIDED INSTRUCTIONAL (CAI) PROJECTS

Under the overall management of the Government, the contractor shall provide technical, logistical, and managerial services to design, develop, test, and/or present a

range of technical tools including models and interactive computer-aided instructional (CAI) projects that will be used to analyze and advance various aspects of the Office of Operations programs.

The types of models relevant to this task may include manual tools (e.g. look-up tables), sketch planning tools, computer-aided impact/forecasting/evaluation tools, to micro, meso, macro traffic simulation tools, and benefit/cost tools that can be used in the analyses and assessment of operations and operational improvements. Examples of models that may be needed include, the Highway Capacity Manual (HCM), Corridor Simulation (CORSIM), Network Simulation (NETSIM), and Travel Demand Forecasting (TDM), and Intelligent Transportation System (ITS) Deployment Analysis System (IDAS). Expertise in a broad range of analyses that use modeling techniques may be needed for predicting, evaluating, and assessing the impacts of operations programs. Modeling tools may be needed in the development of guidance manuals and tables, such as the Characteristics of Urban Transportation for Demand, Supply, and Freight.

Computer-aided instruction is an umbrella term that can include the following technologies:

- *animation;*
- *cd-i & CD-ROM;*
- *collaborative planning systems;*
- *visualization;*
- *data compression;*
- *digitizing photos & other digital technology;*
- *dynamic interaction simulation;*
- *geographic information systems;*
- *graphical interfaces;*
- *hyper-media;*
- *interactive modeling techniques; and*
- *video logging.*

It is expected that some or all of these models or computer-aided instructional tools will be commercially available, off-the-shelf, packages that may be needed as part of this project activity. In addition, it is expected that computer simulation tools would be used to create the necessary quantitative information on impacts and performance when there is a lack of any empirical evidence.

TASK AREA E - SUPPORT TO STAFF FOR TECHNOLOGY TRANSFER AND TECHNICAL ASSISTANCE PROGRAMS TO STATE AND LOCAL TRANSPORTATION PROFESSIONALS.

Under the overall management of the Government, the contractor shall provide logistical, administrative, and technical support to FHWA staff in designing, developing, implementing, and managing technology transfer and technical assistance activities to

facilitate the application of innovative programs for the Office of Operations to support and coordinate activities

Activities may also include providing support to FHWA staff in compiling and packaging, for printing and dissemination, numerous reports, evaluations, and technical materials that have been prepared for FHWA on various aspects of Operations strategies and programs. This information needs to be compiled and packaged for printing and dissemination to State and local agencies and others. The FHWA would be responsible for the printing, posting and mailing the packaged material(s). The materials for packaging would be selected by FHWA based on appropriateness and timeliness.

TASK AREA F - SUPPORT TO STAFF FOR PROGRAM ASSESSMENT INCLUDING PROJECT EVALUATION, PERFORMANCE MEASUREMENT, AND PROCESS IMPROVEMENT

Under the overall management of the Government, the contractor shall provide staff support for assessing operations programs and projects. This support includes activities for evaluations of programs and projects, developing performance measures, assessing benefits, collecting successful practices and lessons learned, preparing guidance for operations programs and improvements, and supporting process improvements related to operations program areas. The results of this work may be preparing white papers, conducting special studies, or analyzing programs or projects, on an as-needed basis, in the development of products that advance operations. In addition, provide support to the work of FHWA cross-cutting teams for evaluations, assessments, and improvements related to activities in operations. Specific activities under this task may include:

1. Evaluations and Benefits Assessments: Provide support to FHWA Headquarters and field staff in developing, conducting, analyzing, and reporting evaluations of operations programs. The results of the evaluations and assessments activities may be packaged and reported as case examples, evidence, benefits reports, lessons learned, and cross-cutting studies. These evaluations may be needed for programs or projects such as those innovative operational improvements implemented in specific metropolitan and rural areas.
2. Performance Measures: Provide support to FHWA headquarters and field staff in developing, applying, and assessing performance measures that are relevant to operations programs and projects. The results of the work activity for performance measures may be packaged and reported as case examples, evidence, handbooks, implementation guidance, seminars, workshops, Computer-aided Instruction, or other delivery options.
3. Process Improvement: Provide support to FHWA headquarters and field staff in developing, applying, and monitoring process improvement programs. The results of the work activity for process improvement may be packaged as a process assessment report with recommendations, guidance on a better way of

doing business based on recommendations, or a continuing monitoring and reporting activity.

C.8 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

Deliverables will be defined in each individual Task Order and may take the form of hard copy publications, electronic media, and/or presentation materials. In addition, they may be published by one of several FHWA and/or other US DOT offices/modal administrations. Special requirements will be delineated in each Task Order. However, unless otherwise noted in individual task orders, the following requirements apply to final technical deliverables or other documents that will be provided in an electronic format.

The Contractor must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act <http://www.access-board.gov/508.htm> and the Federal IT Accessibility Initiative (Home Page) <http://section508.gov/> for detailed information.

The FHWA has determined that the accessibility requirements contained in the **Electronic and Information Technology Accessibility Standards, Section 1194.22, "Web-based intranet and internet information and applications,"** apply to this work. The standards are available at www.access-board.gov/sec508/508standards.htm. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA Contracting Officer listed in this statement of work.

Electronic documents with images

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images.

"Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

If copyrighted images are used, an appropriate license shall be obtained, and a copy provided to the COR. Copyrighted images shall show copyright designation and source.

Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Simple tables can use scope codes. However, more complex tables must have headers and ID codes assigned to them.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the forms shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the forms, including all directions and cues.

C.9 MINIMUM REQUIREMENTS FOR FHWA WEB PAGES

Unless otherwise noted in individual task orders, the following requirements apply to task orders involving websites.

In an effort to achieve greater quality, usability and consistency, the Information Technology Division has established these minimum technical standards that must be met by all FHWA web pages. Web documents that do not meet these standards will not be posted.

1. FHWA Web Pages will be encoded to conform to HTML 4.01 Transitional or higher, as defined by the World Wide Web Consortium.
2. File names will not exceed 20 characters in length. File names will be lower case, consist solely of letters, numbers and the underscore and will not contain slashes, spaces, tildes or hyphens. File extensions are to be 3 characters or less whenever possible (i.e. .htm instead of .html).
3. All web pages will have a title in the head section of HTML documents. The title should be unique (to the server), brief, and descriptive - not to exceed 150 characters in length.
4. Web pages must be free of broken links or missing images. All links to pages within the server will be relative.
5. Web pages posted on the public Internet will have a standard header and footer. Web pages posted on StaffNet must have a standard footer.
6. FHWA web pages will comply with Section 508 web accessibility standards as established by the Architectural Transportation Barriers Compliance Board.
7. All textual files posted on the FHWA Internet server will be available in HTML format. All other formats (PDF, Word, Excel, PowerPoint, etc.) will have HTML equivalents.

8. The bodies of web pages will use sans-serif fonts, e.g., Arial or Helvetica.
9. Internet web pages will feature "exit doors" on links to non-government web sites (anything other than a Federal, State, or local government).
10. All entry point web pages on the Internet will feature a privacy policy statement (or a link to the Agency privacy policy statement on the main server).
11. Web pages that collect survey information from the public must be approved by the Office of Management and Budget, in accordance with the Paperwork Reduction Act.
12. New FHWA Web sites must be approved by the FHWA CIO before posting.
13. The use of "persistent" cookies on FHWA web sites is forbidden. "Sessions" cookies are permitted, subject to the COR's approval on a case-by-case basis.

Minimum requirements for FHWA Web pages can be found at: <http://www.fhwa.dot.gov/wpcz/minimum.htm>.

C.10 SPECIFICATIONS FOR PUBLICATION DELIVERABLES

Deliverables will be delineated in each Task Order and may take the form of hard copy publications, electronic media, and presentation materials. In addition, they may be published by FHWA or other US DOT modal administrations.

The following specifications apply to these deliverables, though which specifications to follow may depend upon which office is supporting the publishing activity. In addition, the contractor will be responsible for maintaining the accuracy of the delivered material as necessary and scoped within the appropriate task. Specific requirements will be delineated in each Task Order. **Because the following specifications apply to a number of different kinds of deliverable items, the contractor shall carefully review the entire set of specifications as given below before producing any given deliverable item, and the contractor shall confer with the COR to resolve any doubt or any ambiguity as to which particular specifications shall apply to any given deliverable item to be produced under this contract.**

All deliverables shall undergo appropriate technical review and comprehensive editing prior to being delivered. The contractor shall conduct quality control checks to ensure the accuracy of all work and that all formatting is preserved. If requested in the Task Order, the contractor shall provide documentation explaining how reviewer comments on draft products were addressed. The contractor shall be responsible for correction of typographical errors through the blue line stage of production.

Publications Guidelines

All reports to be published, electronically or hard copy, shall be prepared in accordance with the attached "Guidelines for Preparing Federal Highway Administration Publications" (FHWA-AD-88-001), dated January 1988, as amended by Change 1 dated May 20, 1994, and as amended. Specifically, the contractor shall provide the government with the following for each report developed under this contract:

1. A completed Technical Report Documentation Page, Form DOT 1700.7 (8-72), which is located via the Internet at <http://www.bts.gov/itc/1770-7.pdf>. This form is necessary to ensure all reports are entered into the National Technical Information Service database.
2. Quality Assurance Statement (a) and/or Notice (b), as follows:
 - a) The Federal Highway Administration (FHWA) provides high-quality information to serve Government, industry, and the public in a manner that promotes public understanding. Standards and policies are used to ensure and maximize the quality, objectivity, utility, and integrity of its information. FHWA periodically reviews quality issues and adjusts its programs and processes to ensure continuous quality improvement.
 - b) **Notice:** This document is disseminated under the sponsorship of the Department of Transportation in the interest of information exchange. The United States Government assumes no liability for its contents or use thereof.
3. Front cover must have a title and FHWA/DOT logo.
4. Back cover must have the following: (The originating office publications coordinator may submit additional information to add.)

U.S. Department of Transportation
Federal Highway Administration
Office of Operations
1200 New Jersey Avenue, SE
Washington, DC 20590

Office Website URL

Month and Year of Document

5. Publication Number (provided by the COR)
6. An executive summary . An executive summary is required as a convenience to the readers. Individual Task Orders shall specify if an executive summary is required.
7. A camera-ready copy (a publication term used to define the finished manuscript, including all art work (illustrations or photographs) ready for printing by photographic or other means), as required.
8. Electronic versions of the report shall be:
 - a) Section 508 compliant HTML version (refer to Section C.8)

- b) PDF format.
 - c) MS WORD format (in the version used by the Government at the time the Task order is issued)
9. All photographs and negatives used within the report are property of DOT.
10. If copyrighted images are used, an appropriate license shall be obtained, and a copy provided to the COR as part of the Official File. Copyrighted images shall show copyrighted designation and source.

The Contractor shall prepare the following Final Deliverables:

- a) Two (2) GPO-ready disks
 - b) One (1) sample paper copy of the document (also known as a "printer's dummy")
 - c) Completed GPO Form 952 (U.S. Government Printing Office Desktop Publishing Disk Information)
 - d) Three (3) disks of the PDF and 508-compliant versions of the document if printed or five (5) disks for Web-only documents. Do not supply the document in a zip format. Refer to section Web Posting: HTML 508-Compliant for posting/publishing files to the Office of Operations Web sites.
11. The Government Printing Office requires use of IndDesign, Illustrator, Photoshop (adobe products) and Quark. No .pdfs.
12. The Government is required to print all documents (this includes but is not limited to technical reports, white papers, brochures, maps, charts and posters) through the Government Printing Office. **The Contractor may provide up to 10 samples.**
13. All reports not to be published shall conform to the formatting specifications requested by the COR.

Graphics

Electronic files submitted for inclusion in the graphic should be saved in a .jpeg or .tif format with a resolution of 300 pixels/inch.

Photographs shall be submitted as developed photographs **AND** electronic files; with resolution of at least 300 dpi (dots-per-square-inch), and stored in a tagged image file format (tiff). PowerPoint files may use lower resolution photographs; *however, photographic images embedded in the PowerPoint files must be separately delivered in 300dpi, tiff files*

Presentation Materials

Presentation materials that are prepared for conferences, briefings, courses, workshops, etc., and developed in electronic format shall be submitted in hard copy format as well as in the program of origin that is acceptable to DOT. Art must be produced in a program that can export an interchange file format that

can be imported into other files, such as reports. Photos must be in .tif or .eps format, with on-screen preview and with line screen appropriate for printing.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packing, and packaging of items shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

D.2 SHIPMENT AND MARKING

Shipment of deliverable items, other than reports, shall be as follows:

Ship to: Federal Highway Administration
Office of Operations
1200 New Jersey Avenue, SE
Washington, DC 20590

Mark for: TBD

The Contractor shall mark each shipment with the company name, this contract number, the item identification, quantity of items, and notice of partial or final delivery.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 All work hereunder shall be subject to review by the Government.

E.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html> (the Official General Services Administration (GSA) Site of the Federal Acquisition Regulations (FAR));

(End of Clause)

52.246-4	Inspection of Services- Fixed Price (AUG 1996)
52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-7	Inspection of Research and Development- Fixed Price (AUG 1996)
52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before twenty four (24) months from the effective date of the contract. Should the Government elect to exercise any of its options for additional services under this contract, the total contract period of performance shall be completed within the time frame specified in that option. In no event shall the total contract performance exceed 66 months. Notwithstanding the provisions of FAR Clause 52.217-9, the contract will be for a base period of 24 months, with a Government option for 3 additional 12 month periods.

F.2 ALLOWABLE PERIOD OF TASK ORDER ISSUANCE

All work and services required hereunder shall be completed on or before the date specified in the individual Task Orders. Should the Government elect to exercise any of the option periods under this contract, the total contract period of performance shall be completed within the time frame specified in that option. Task Orders may be issued up to the final day of this contract, and the contract will remain in force to allow for completion of all Task Orders *issued*. However, no *new* Task Orders shall be issued after the final day of the contract. Performance shall begin on the effective date of the contract.

F.3 PLACE OF PERFORMANCE

Unless otherwise specified in individual Task Orders, all work performed under this contract shall be performed at the selected Contractor's facilities or other Contractor-approved locations. As needed and as defined in individual Task Orders, FHWA may require work performance onsite at the US DOT Headquarters in Washington, D.C. or other Government facility. Any requirement for performance at a Government facility will be clearly defined in the Task Order. In the event that work is required to be performed at a Government facility, access to the facilities and all equipment necessary for the performance of the Task Order will be provided by the Government, as detailed in the Task Order.

Note: FHWA anticipates minimal occurrence of Task Orders requiring performance at a Government facility.

F.4 PLACE OF DELIVERY

All deliverables and a copy of the monthly reports (See Section G) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address and electronically by email:

Ship to: Federal Highway Administration
Office of Operations
1200 New Jersey Avenue, SE
Washington, DC 20590
Attention: TBD
Email: TBD

The monthly progress reports and other items as specified shall be delivered by email to the Contract Administrator at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-30A, Room E65-101
1200 New Jersey Ave., SE
Washington, D.C. 20590
Attention: TBD
Email: TBD

NOTE: EDITORIAL REQUIREMENT FOR ALL DELIVERABLES

All drafts submissions and the final must be reviewed by an editor on the contractor's staff before being sent to the COR for review. This is not a technical editor, but someone familiar with the Government Printing Office (GPO) Style Manual who will eliminate redundancy and ensure that proper grammar and punctuation, as well as flow, is incorporated into any product before submission. FHWA must share documents for review with technical experts, as such, the product—draft as well as final—is a representation of FHWA and the contractor. Submissions with grammatical errors will be returned to the contractor, **which will adjust at their own cost**. Submission of draft or final documents that fail Government review will not be accepted as meeting the deliverable requirements of the work order. Returned submissions will impact the timeline, but the contractor will not be given additional time or funding to correct returned submissions. In addition, the editor's resume should be included in the proposal for review by the COR and Government task manager.

F.5 SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as delineated in each Task Order. Performance shall begin on the effective date of each Task Order.

F.6 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

F.7 52.247-34 F.O.B. DESTINATION (NOV 1991)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURES

All funds expended under this contract shall be incurred and accounted for under individual task orders. The Contractor may incur costs under this contract in the performance of task orders and task order modifications issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.

NOTE: Authority to issue task orders under this contract is limited to a warranted Contracting Officer within the FHWA Office of Acquisition Management. No other office or agency is authorized to place task orders hereunder.

Performance under this contract is subject to the following ordering procedure:

- a. **The Contract Administrator or the CO will issue Task Order Proposal Requests (TOPR) to the Contractor.** Each TOPR will indicate the objectives or results desired by the Government. These objectives shall be within the scope, period, and maximum value of the contract.
- b. The TOPR may be placed by written communications or electronic means. Each TOPR will state the due date for proposal submission.
- c. Each TOPR will contain, as a minimum, the following information:
 - (1) Name of the COR;
 - (2) Contract number, TOPR number, due date and time, and submission instructions (i.e., email submission and/or number of copies required);
 - (3) Description of work;
 - (4) If applicable, maximum number of contract labor hours and other resources authorized;
 - (5) Documentation requirements;
 - (6) Delivery/performance schedule;
 - (7) Quality assurance standards, as appropriate;
 - (8) Travel ceiling authorized as applicable; and

- (9) Planned Task Order award type (Firm-Fixed Price or Cost-Plus-Fixed-Fee).
 - (10) Final Deliverables
 - (11) Monthly Progress Content
 - (12) Project Management Plan Requirements
 - (13) Evaluation Factors For Award
- d. The Contractor's Task Order Proposal shall outline the Contractor's overall approach for completing the Task Order and shall, at a minimum, include:
- (1) Signed cover letter stating the Contractor's point of contact, the contract number and the TOPR number;
 - (2) Technical approach for performing the work, including a detailed description of tasks proposed, and a table summarizing proposed deliverables and due dates;
 - (3) Proposed schedule and estimated date of commencement of work;
 - (4) Staffing approach for performing the work including staff name, staff labor categories and proposed roles, and a level of effort chart by staff person;
 - (5) Cost / Price proposal for the Task Order period of performance including:
 - Labor categories, staff names, direct labor hours, hourly rates
 - Indirect Rates and their bases
 - Subcontractors/Consultants and your cost analysis in accordance with FAR 15.404-3
 - Other Direct Costs with a breakout by category
 - Travel and materials cost estimates
 - Profit or Fixed Fee- total and the percentage and its application.
 - Total estimated cost or price for completion of the task order
 - Summary template with the information in the table (Attachment No. 4)
- e. Subject to the restrictions stated below, the contractor may include, in any Task Order Proposal, an allowance for managerial and administrative costs estimated to be incurred in connection with the Task Order. Such

allowances, in aggregate, shall not exceed 5% of all other costs being proposed for the Task Order, without the prior written consent of the Contracting Officer. Notwithstanding the permissibility of an estimate for managerial and administrative costs under each Task Order Proposal, costs shall be invoiced only if actual, allocable, and allowable.

- f. The Contract Administrator/Contracting Officer may modify Task Orders in the same manner as they are issued. The Contractor shall not commence work on a Task Order without written authorization from the Contracting Officer.
- g. In the event that there is a conflict between the requirements of the Task Order and the Contractor's proposal, the Task Order shall prevail.

For Cost-Plus-Fixed-Fee (CPFF) Task Orders:

- If the Contractor, either at the time of receipt of a Task Order or at any time during task order performance, has reason to believe that the cost or number of labor hours will exceed the estimates set forth in the Task Order, the Contractor shall immediately notify the Contracting Officer in writing and suggest a revised estimate for completion of the work required. The Contracting Officer will make the final determination of the approved cost and number of direct productive labor hours for each task order.
- The Contractor shall not exceed the estimated level of effort and/or cost specified in each Task Order without written authorization of the Contracting Officer.
- The Limitation of Funds or Limitation of Costs clauses apply to each cost reimbursable task order individually. Therefore, the Contractor is required to notify the Contracting Officer by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-20, Limitation of Costs, as applicable.

NOTE: Task Orders issued under this contract may be either CPFF or FFP depending on the nature of the work requested and the Contracting Officer's determination.

G.2 MONTHLY PROGRESS REPORT

The Contractor shall furnish an electronic copy of a monthly progress report to the COR and the Contract Administrator. The monthly progress report shall be submitted at the same time that the invoice covering the time period is submitted. The monthly progress report shall be submitted in a separate package from the invoice.

A separate monthly progress report shall be sent via e-mail to each Government Task Manager (GTM) covering the Task Order(s) under their purview. In addition, the corresponding invoice (covering the same time period as the Monthly Progress Report) shall be provided to the GTM at the same time that the Monthly Progress Report is delivered and not before that time.

The amount of detail in the monthly progress report shall be commensurate with the level of effort of the task order being reported on. Task Orders shall specify components of the monthly progress report.

Each report shall contain concise statements covering the activities relevant to the statement of work, including:

- (a) A clear and complete account of the work performed under each Task Order.
- (b) An outline of the work to be accomplished during the next reporting period under each Task Order.
- (c) A description of any problem encountered or anticipated that will affect the completion of any individual Task Order within the time and fiscal constraints as set forth in the Task Orders, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) Deliverables submitted, date due, and date submitted.
- (e) A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in the Professional Staffing of each task order. This information shall be broken out by prime and subcontractor(s) in the format specified below in Attachment 5.
- (f) A chart showing:
 - Current and cumulative expenditures by month versus planned expenditures.
 - Expenditures will be broken down by total labor costs, travel, other direct cost (ODC) (describe nature of cost), and managerial and administrative costs.
 - Cumulative expenditures versus funding obligated.
 - Identified risks
 - Plan to mitigate identified risks
 - Project status, based on opinion of PM, shown as red, yellow, green.
- (g) Preliminary or interim results, conclusions, trends, or other items of information that the Contractor feels are of timely interest to the FHWA.
- (h) Summary table of the Actual Cost and Labor as formatted in Attachment No. 5, showing labor hours and ODC by task.

- (i) A table with the following column header information for each Contract Personnel working on the task being reported.

- Status Add; Delete; Modify
- Last Name
- First Name
- Contract #
- Task Order
- Vendor
- COR/AOTR Name
- Contract Specialists Name
- Onsite
- Network Access
- Routing Code
- AA Code
- Company Name
- Departure Date
- Does the CP have unescorted access to a DOT/FHWA Facility?
- Does the CP have a DOT Network Account?
- Does the CP have a DOT issued email address, whether or not they use it?
- Does the CP access data or information stored on any DOT standalone or networked system?
- Date of ISSA Certificate

G.3 FUNDS AVAILABLE

- (a) Currently, funds in the amount of \$25,000 are obligated to this contract. This amount is to cover the Government minimum guarantee for the base period.
- (b) The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contractor shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

G.4 PAYMENT – COST REIMBURSEMENT (CPFF Task Orders)

- (a) The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Part 31 of the Federal Acquisition Regulation in accordance with the terms of approved Task Orders, subject to the Limitation of Funds Clause.
- (b) For Cost-Plus-Fixed-Fee Task Orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. See the "Invoices" section for submittal instructions. A statement of costs incurred by the Contractor in the performance of Cost-Plus-Fixed-Fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim

payment request. Any payments hereunder will be made upon determination by the Contracting Officer that the requirements of the contract are being met.

- (c) In accordance with clause 52.232-25, "Prompt Payment," monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the Contractor is making adequate progress toward successful contract completion.
- (d) Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed, and the contract is ready to be closed out. The payment due date for final invoice shall be established in accordance with the FAR clause 52.216-7. See Section G.6 for more information.
- (e) PAYMENT OF FIXED FEE (CPFF Type Task Orders) - The actual amount of fixed fee payable under this IDIQ contract will be established through the issuance of Cost-Plus-Fixed-Fee task orders under the contract. In accordance with 52.216-8 "Fixed Fee", payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85% of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount the CO considers necessary to protect the Government's interest.

G.5 PAYMENT - FIRM-FIXED-PRICE (FFP Task Orders)

For Firm-Fixed-Price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the Firm-Fixed-Price specified in the task order upon the Government's acceptance of all work under that task order. The Contractor may also request milestone payments in accordance with work completed and accepted by the Government. Satisfactory completion and acceptance of the Task Order will be made by the Contracting Officer.

G.6 INVOICES

The contractor shall submit a separate invoice for each task order issued under this contract. Submit all invoices, except the final invoice for cost reimbursement (CR) type contracts or agreements, to one of the following invoice addresses:

Invoices and required supporting documents may be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) "Invoice No. #

- (ii) Contract/Agreement Number
- (iii) Name of your Company/Organization."
- (iv) Attention: Will be provided with contract admin. letter

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company –
Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the Contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Will be provided with contract admin. letter
Express Delivery Point of Contact: Ryan Wisniewski, 405 954-8252

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: Will be provided with contract admin. letter

All invoices, regardless of submission method, must identify the Contract Specialist as the invoicing point of contact.

An invoice submitted to an address other than those identified above will be returned to the vendor as non-conforming.

Submit the final invoice for cost reimbursement type contracts or agreements directly to the Contract Specialist via e-mail. The invoice shall comply with FAR 52.216-7(d)(5). The final invoice is not subject to interest payment under the Prompt Payment Act. The Contract Specialist will process these as a routine part of the closeout process. When the final invoice is approved and ready for payment, the Contract Specialist will submit the final invoice to OKC for Markview processing, along with any other required closeout documents to close the contract.

G.7 INDIRECT COSTS (Applies Only to CPFF Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the

Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional indirect billing rate(s) of:

Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe		
Overhead		
Material Handling		
G&A		
Facilities Capital Cost of Money		

Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe		
Overhead		
Material Handling		
G&A		
Facilities Capital Cost of Money		

[REDACTED]		
Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe	[REDACTED]	[REDACTED]
Overhead	[REDACTED]	
Material Handling	[REDACTED]	
G&A	[REDACTED]	[REDACTED]
Facilities Capital Cost of Money	[REDACTED]	[REDACTED]

[REDACTED]		
Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe	[REDACTED]	[REDACTED]
Overhead	[REDACTED]	
Material Handling	[REDACTED]	
G&A	[REDACTED]	[REDACTED]
Facilities Capital Cost of Money	[REDACTED]	[REDACTED]

Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe		
Overhead		
Material Handling		
G&A		
Facilities Capital Cost of Money		

Indirect Cost Element:	Rate (.000%):	Base (Applied to):
Fringe		
Overhead		
Material Handling		
G&A		
Facilities Capital Cost of Money		

This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated amounts for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

Any provisional indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the Contracting Officer or by the Contractor's cognizant Federal agency if applicable. The Contractor shall request new provisional billing rates in writing; and no more frequently than annually.

G.8 TASK ORDER FEE/PROFIT (Applies Only to CPFF Type Task Orders)

The Contractor shall clearly identify the fee or profit proposed in each individual Task Order Proposal. Prior to award of individual Task Orders, the Government will evaluate, and negotiate as necessary, the fee or profit for the individual Task Order. Fee and profit shall be subject to FAR 15.404-4, Profit, including the statutory limitations on fee at FAR 15.404-4(c)(4)(i). The fee negotiated under each task order shall not exceed [REDACTED]

G.9 TRAVEL AND PER DIEM

Travel and Per Diem authorized under CPFF and Fixed Price Task Orders under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect, up to the limit stated in SECTION B.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer. **All travel shall be reimbursed at cost.**

G.10 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of contract award. The COR's responsibilities will include technical monitoring of the contractor's performance and inspecting and accepting deliveries under the contract. The COR will be appointed in writing, at which time ALL of the responsibilities of the COR will be detailed, and a copy of the appointment memorandum will be furnished to the Contractor. Any changes to the COR delegation will be made in writing, either by changes to the existing memorandum, or by issuance of a new appointment memorandum. Copies of any changes will be provided to the Contractor.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to any modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

G.11 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

██████████	██████████
██	██████████
████████████████████	██████████
████████████████	██████████

[illegible]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.12 KEY PERSONNEL

The following individuals are designated as Key Personnel under this contract:

Position	Staff Member
Program Manager	[REDACTED]
Technical Lead	[REDACTED]

In the event that any key personnel become unavailable to continue in the performance of this contract, the appointment of a replacement shall be subject to prior approval of the Contracting Officer.

G.13 CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Program Manager for this contract is [REDACTED], who shall communicate with the COR to determine the Government's work requirements as set forth in the Task Orders' Statements of Work and shall assure that these requirements are fulfilled. In the event the designated Program Manager is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent Program Manager shall be subject to the approval of the Contracting Officer.

G.14 RESTRICTIONS AND STANDARDS OF CONDUCT

Contractor employees shall conduct only business covered by this contract during periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

G.15 AGENCY TASK ORDER OMBUDSMAN

In accordance with FAR 16.505 (b) (6), an ombudsman has been appointed to hear and facilitate the resolution of contractor's concerns resulting from task order award. The existence of the ombudsman does not diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

If the Contracting Officer cannot make resolution, interested parties may contact the FHWA ombudsman, Mr. Thomas Miller, at the following address:

Mr. Thomas Miller
Director, Office of Acquisition Management
1200 New Jersey Avenue, SE, E65-101
Washington, DC 20590
E-mail: Thomas.Miller@dot.gov

G.16 LABOR ESCALATION RATES

Beginning no sooner than contract year three, labor escalation rates and costs incurred under this contract shall be reimbursed at a not-to-exceed rate of [REDACTED] per year under the contract, except as otherwise approved by the Contracting Officer. There shall be no escalation in labor rates during contract year one and two.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SOURCE CODE FOR SOFTWARE

Delivery of all source code for software developed under this contract shall be in both electronic and paper form.

Notwithstanding any other clause in this contract, the FHWA will have "unlimited rights", as that term is defined in FAR 27.401, in the software and source code delivered under this contract. As a result, the FHWA may modify and distribute the software and source code to the public, including employees of state departments of transportation, without restriction.

H.2 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

H.3 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

FHWA LOCAL CLAUSE

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE Contracts >\$150,000.00

Contractor Performance Evaluations

- a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
- b. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
- c. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations.

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts. The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at <http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

The registration process requires the contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the contractor will receive a system generated e-mail notifying him/her that the contract is

registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS.

END OF CLAUSE

H.4 GOVERNMENT FURNISHED OR ACQUIRED PROPERTY

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. The following Government furnished or Contractor acquired property is provided to the Contractor for performance under this contract, and shall be accounted for as provided in 1252.245-70:

[Property to be designated as necessary in individual Task Orders]

H.5 CONTROL AND DISPOSAL OF HAZARDOUS CHEMICALS

The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations 29 CFR Parts 1910 and 1926. Attention is directed to the control of hazardous material, Section 1910.1200 of the OSHA regulations and the Environmental Protection Agency regulations concerning the disposal of hazardous waste [Solid Waste Disposal Act, as amended by the Resources Conservation Act of 1976, as amended (42 U.S.C. 6901 et seq.)].

H.6 RECORDS MANAGEMENT

The Contractor shall comply with all Federal and DOT records management regulations regarding Federal recordkeeping requirements including the creation, maintenance and use, and disposition of records in all media (paper, electronic, audiovisual, Web sites, etc.).

Federal requirements can be located in Title 44, United States Code (USC), Chapter 31, at <http://www.archives.gov/about/laws/fed-agencies.html>, 44 USC Chapter 33 at <http://www.archives.gov/about/laws/disposal-of-records.html>, and Title 36, Code of Federal Regulations (CFR), Subchapter B, at <http://www.archives.gov/about/regulations/subchapter/b.html>.

DOT requirements can be located in DOT Order 1350.2, Departmental Information Resource Management Manual (DIRMM), at <http://cio.ost.dot.gov/portal/site/cio/dirmm/>, particularly Chapter 9, Departmental Records Management Program, at <http://cio.ost.dot.gov/DOT/OST/Documents/files/chapter9.doc>.

H.7 PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

a. It is anticipated that in performance of this contract, the Contractor through certain of its employees comprising its Project Team may require access to, or be in receipt of, certain confidential and proprietary information and data relating to FHWA's plans, programs, technical requirements, budgetary matters, and such other information, the disclosure of which may give the Contractor a competitive advantage or be adverse to the interests of the Government. The Contractor shall not disclose such information acquired to anyone, other than the Government, including Contractor's other employees, without the prior written consent of the Contracting Officer.

b. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and provided such data is marked "Proprietary and Confidential," the Contractor shall protect such information from unauthorized use and disclosure and agrees not to use it to compete against such companies.

c. For these purposes, "Proprietary and Confidential" information shall mean any information reasonably so designated that is not generally available to the public; but not information that becomes available on a non-confidential basis from another source, or was known to Contractor on a non-confidential basis prior to its disclosure to Contractor in the performance of this contract.

d. It is anticipated that during performance of this contract, the Contractor's Project Team may have access to technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.

e. The Contractor, when acting through its Project Team, may be restricted in its future contracting with the Government for any service or product which may encompass information acquired under items a and b above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor may be ineligible to perform as a prime Contractor, Subcontractor or Consultant, or in any capacity to any supplier under an ensuing Government contract. Any questions on this matter may be immediately addressed to the Contracting Officer.

- f. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- g. The Contractor agrees to train its Project Team employees who will have access to such sensitive information in all necessary security procedures and require them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- h. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- i. The Contractor shall include the substance of this confidentiality agreement in all subcontracts and Consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

H.8 PROPRIETARY RIGHTS IN REPORTS

All property rights, including publication rights, in progress reports and final reports produced by the Contractor in connection with this contract provided for hereunder shall rest in the Government.

H.9 LIABILITY

The Government cannot indemnify the Contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the Contractor is required to obtain adequate property, vehicle, and liability insurance during the entire period of performance, as appropriate, in accordance with the provisions of the clause at FAR 52.228-7, which is incorporated into this contract in Section I.

H.10 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this contract in the following terms:

"This material is based upon work supported by the Federal Highway Administration under contract number DTFH61-12-D-00047."

Additionally, all materials must contain the following statement:

"Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration."

H.11 REPRINTS OF PUBLICATIONS

At such time that any article resulting from work under this contract is published, two reprints of the publication shall be sent to the COR, clearly referencing this contract number and any other appropriate handling information. Written notification shall also be provided to the Contracting Officer.

H.12 ACCOUNTING SYSTEM

As required by FAR 16.3, under cost reimbursement contracts, the Contractor shall have an adequate accounting system for determining costs applicable to the contract. If the Government's surveillance finds the Contractor's accounting system to be inadequate for determining costs applicable to the contract, the Contractor shall have 60 days from receiving written notification from the Contracting Officer in which to address any identified accounting system deficiencies, or a time period otherwise agreed upon by the CO in writing. Failure to adequately address, or make progress towards addressing, such deficiencies may result in contract termination.

END OF CLAUSE

H.13 U.S DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOVEMBER 2011)

The following definitions are provided:

- "Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.
- "Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.
- "Contractor Employee" means prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
- "Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
- "Issuing Office" means the DOT entity that issues identification cards to contractor employees.
- "Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.

1. Risk and Sensitivity Level Designations – For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to

determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

IF THE DESIGNATED RISK IS:

THE BACKGROUND INVESTIGATION IS:

Low	National Agency Check with Written Inquiries (NACI)
Moderate	Minimum Background Investigation (MBI)
High	Background Investigation (BI)

Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated "special sensitive," "critical sensitive," or "non-critical sensitive" will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

2. Pre-screening of Contractor Employees - The contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:
 - a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
 - b) Falsification of information entered on forms or of other documents submitted.
 - c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.
 - d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.
3. Citizenship and Alien Status - The contractor must monitor an alien's continued authorization for employment in the United States. The contractor must provide documentation to the Contracting Officer or the Contracting Officer's Representative during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

4. Background Investigation and Adjudication – The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (interoperable) cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.
5. Agency Access Denied – Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.
6. Identification Card Application Process - The COR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COR may request the issuing office to waive the six month eligibility requirement when it is in DOT's interest for contract performance.

The applicant must complete a DOT on-line application for a PIV card. For a non-PIV card, the applicant must complete and submit a hard copy of Form 1681 to the COR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in-person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in *Form I-9, OMB No. 1115-0136, Employment Eligibility Verification*. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

7. Identification Card Custody and Control – The contractor is responsible for the custody and control of all forms of government identification issued by DOT to contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The contractor must immediately notify the COR or, if the COR is unavailable, the CO when a contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment.

The contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the contractor employee. The contractor must ensure that contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The contractor must immediately notify the COR or, if the COR is unavailable, the CO when an ID card is lost, stolen or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.

- a) Renewal: A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
- b) Lost/Stolen: Immediately upon detection, the contractor or contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The contractor must also report a lost or stolen PIV card through

the DOT on-line registration system. If the loss or theft is reported by the contractor to the local police, a copy of the police report must be provided to the COR or CO. From the date of notification to DOT, the contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

- c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

8. Surrender of ID Cards – Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.

Use of This Clause - The contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

END OF CLAUSE

H.14 FHWA LOCAL CLAUSE

CONTRACTOR PERSONNEL PREPROCESSING, BACKGROUND INVESTIGATION and INFORMATION SECURITY SYSTEM AWARENESS TRAINING

- a. This FHWA local clause is applicable to contracts that have or will have Contractor Personnel (CP) working onsite in FHWA facilities, have CP who require DOT network access, require access to sensitive information, OR access to DOT resources. The clause is issued to:
- 1) supplement DOT HSPD-12 Personal Identity Verification, TAR 1252.237-70 Qualifications of Contractor Employees, and TAR 1252.239-70 Security Requirements for Unclassified Information Technology Resources,
 - 2) provide detailed instructions for preprocessing CP and initiating background investigations,
 - 3) implement the requirement for CP who work onsite in FHWA facilities OR require Department of Transportation (DOT) network access to submit proof of Information Security System Awareness (ISSA) training in conjunction with their background investigation request, and
 - 4) provide information about the required ISSA training.

- b. CP shall not be permitted to begin work in FHWA facilities, have connectivity to the DOT network, access sensitive information, OR access DOT resources until documentation required to initiate a background investigation is received, ISSA training is completed, and authorization is received from FHWA Personnel Security. The initial process takes several business days and IS ONLY THE BEGINNING OF THE ACTUAL BACKGROUND INVESTIGATION. The Contractor, Program Manager (PM)/CP will be notified by FHWA Personnel Security via e-mail once CP are cleared to report for duty. While CP may report for duty, final clearance is granted only after the background investigation is complete. Completion of the background investigation can take months depending upon the actual investigation findings and the depth of investigation that results from those findings. The Government will provide the Contractor/PM/CP with all required forms to initiate a background investigation for use by CP. Contractor/PM/CP shall complete and submit required forms for a background investigation as soon as possible after notification of selection for a position. It is imperative that the PM and CP respond promptly to any additional information requests from the COR, FHWA Personnel Security, or the Office of the Secretary of Transportation (OST) Security Office so that the process can be completed as efficiently and quickly as possible.
- 1) Immediately upon notification of selection for a position, CP shall fill out the Form DOT 1600.8, Personnel Security Action Request and Notification. This form is used to initiate a background investigation. The Form DOT 1600.8 can be found here <http://www.volpe.dot.gov/career/docs/psaf1600-8.doc> or sent to the Contractor/PM/CP by the Contracting Officer's Representative (COR). Upon completion, this form shall be submitted to the field specialist/COR who will complete the "Requesting Office" section. The COR will submit the completed DOT 1600.8 to FHWA Personnel Security.
 - 2) In addition to the DOT 1600.8, CP shall provide two fingerprint samples for the background investigation. Contractor/PM/CP can obtain the blank fingerprint cards from the COR. CP can have fingerprints taken at their local Law Enforcement agency. PMs in the local commuting area (DC, Virginia, Maryland, etc.) may arrange through their COR for CP to visit the Identification Media Center in the Headquarters West Building, Room W-12 for fingerprinting. Contractor/PM/CP shall mail or express mail (highly recommended) two fingerprint cards to FHWA Personnel Security. CP in the local commuting area have the choice of mailing their fingerprint cards or giving them directly to the COR. It is highly recommended that CP who will be working at Headquarters or Turner-Fairbanks Highway Research Center get fingerprinting done at the Identification Media Center in the Headquarters West Building.
 - 3) All onsite or network access CP must complete ISSA training. ISSA training can be found at <http://sat.dot.gov> with the title "Federal ISS Awareness (for non-DoD Personnel)." Questions about the ISSA training should be directed

to the COR. After completion, CP must print a copy of the training certificate. The certificate shall be submitted along with the DOT 1600.8 to the COR. Subsequent refresher training is required annually by a date to be determined each year.

- 4) The Electronic Questionnaires for Investigations Processing (E-QIP) system provides a questionnaire that is used to collect information required to do a background investigation. For CP who have a current background investigation, the Contractor/PM/CP will be notified by the OST Security Office if the E-QIP is required. CP will be granted access to the EQIP system after the DOT 1600.8 is submitted to FHWA Personnel Security by the field specialist/COR. CP will receive an email from the OST Security Office and/or the FHWA Personnel Security with a link to the E-QIP system. The e-mail will also contain instructions on the required actions and documents that must be completed and submitted to the COR. Note that the documents may be hand carried to FHWA Personnel Security by the PM or CP provided that they are escorted by the COR.
- 5) Once the items listed above are received and processed by FHWA Personnel Security, and the PM or CP receive notification that CP may report for duty, the COR will initiate a request for DOT network access. When that access is received, which may take several days, CP will receive e-mail instructions for applying for a DOT identification (ID) card. The process to receive the ID card is governed by OST Security Office and may also take several days.
- 6) If, due to the results of the background check or any other reason, CP are found to be unsuitable for work under a FHWA contract, the COR will notify the Contractor/PM.

END OF CLAUSE

H.15 FHWA LOCAL CLAUSE CONTRACTOR PERSONNEL OUTPROCESSING

This FHWA local clause is applicable to contracts that have or will have one or more of the following:

- 1) Contractor Personnel (CP) working onsite in FHWA facilities.
- 2) CP who require DOT network access.
- 3) CP who require access to sensitive information.
- 4) CP who require access to DOT resources.

Contractor companies shall ensure that their personnel properly outprocess FHWA when leaving a position supporting FHWA contract activities. The FHWA Contracting Officer MAY WITHHOLD PAYMENT OF PENDING INVOICES until CP are properly

outprocessed. All questions relating to outprocessing FHWA should be directed to the COR or the Contracting Officer. At a minimum, the following must be accomplished by the Contractor's Program Manager or CP prior to CP departure from FHWA:

- 1) Return ALL government property assigned to CP.
- 2) Contact the FHWA Service Request Manager (SRM) for removal of DOT network access privileges, computer accounts, and authentication tokens, such as network accounts in Active Directory, Virtual Private Network, and Shared-drive access. The COR can provide the name for the FHWA SRM for the program office.
- 3) Turn in DOT identification card to the COR.

END OF CLAUSE

PART II

SECTION I - CONTRACT CLAUSES

I.1 PRINTING RESTRICTIONS

All printing funded by this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;

- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.4 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5,000,000.00 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$10,000,000.00 [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.5 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2018.

(End of Clause)

I.6 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

I.7 TAR 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES**QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEVIATION)
(MAY 2005) - Alternate 1 (October 2005).**

a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Representative (COR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that Contractor employees are citizens of the United States of America or aliens who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

f. The Contractor shall immediately notify the COR or PM when an employee's status changes (e.g., employee's transfer, completion of a project, retirement, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.

g. To ensure the requirements of FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, are met, the Contractor shall:

1. Provide a listing of personnel for whom an identification (ID) card is requested to the COR or PM who will provide a copy of the listing to the card issuing office. This may include Contractor and Subcontractor personnel. Follow issuing office directions for submittal of an application package(s).
2. While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COR, ensure that Contractor employees prominently display their identification card.
3. Promptly deliver to the issuing office: (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.

h. The Contractor shall include the substance of this clause in all subcontracts at any tier where the Subcontractor may have access to Government facilities, sensitive information, or resources.

i. Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

1.8 1252.239-70 CYBERSECURITY REQUIREMENTS FOR UNCLASSIFIED AND SENSITIVE INFORMATION TECHNOLOGY (IT) RESOURCES (June 2012)

(a) Required Policies and Regulations - Compliance with applicable Federal statutes, policies, standards, and guidelines is the responsibility of the Federal government and may not be abdicated to the Contractor. To achieve such compliance, the government requires the Contractor to conform to all U. S. Department of Transportation (DOT) and

applicable Federal IT Security statutes, policies, standards, and reporting requirements, including, but not limited to:

- (1) Federal Information Security Management Act (FISMA) of 2002, 44 U.S.C § 3541 et seq.
- (2) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996," 40 U.S.C § 1401 et seq.
- (3) Privacy Act of 1974, 5 U.S.C. § 552a, as amended.
- (4) Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," and Appendix III, "Security of Federal Automated Information Systems," as amended.
- (5) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- (6) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," August 27, 2004.
- (7) DOT Order 1351.37, "Departmental Cybersecurity Policy."
- (8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."
- (9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."
- (10) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."
- (11) NIST FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- (12) NIST FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- (13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" and all related NIST Special Publications.
- (14) NIST Special Publication 800-18, "Guide for Developing Security Plans for Federal Information Systems."
- (15) NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- (16) NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- (17) NIST Special Publication 800-37, "Guide for the Security Certification and Accreditation of Federal Information Systems."
- (18) NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- (19) NIST Special Publication 800-53, "Recommended Security Controls for Federal Information Systems."
- (20) NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."
- (21) NIST Special Publication 800-63, "Electronic Authentication Guidance."

(b) Applicability - The Contractor shall be responsible for Information Technology security for all systems connected to a DOT network operated by the Contractor for DOT, or for Contractor Systems that contains DOT information regardless of location. The term Information Technology, as used in this clause, means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For purposes of this definition, equipment is used by DOT whether DOT uses the equipment directly or it is used by a contractor under a contract with the agency which (1) requires the use of such equipment or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information Technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(c) Security Categorization - In accordance with FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems," DOT has determined that the security category of the information or information system under this contract is Confidentiality [Indicate LOW, MODERATE, or HIGH]], Integrity [Indicate LOW, MODERATE, or HIGH]], Availability [Indicate LOW, MODERATE, or HIGH]] with an overall security impact level of [Indicate LOW, MODERATE, or HIGH]].

(d) Baseline Security Controls and System Security Plan - The Contractor shall develop and maintain the System Security Plan and associated Baseline Security Controls for the system as defined in the DOT Departmental Cybersecurity Compendium. To aid DOT senior officials and Contractors in determining applicable security controls, the Departmental Cybersecurity Compendium assigns security requirements (also referred to as controls and policy) to the DOT Component and Information System levels. The Contractor is responsible for all "System-level" security requirements in accordance with the FIPS PUB 199 Categorization approved for the system unless otherwise indicated in the Statement of Work or Performance Work Statement. The Contractor shall follow DOT policy and guidance specified in DOT Order 1357.31 and the Departmental Cybersecurity Compendium to appropriately tailor the set of baseline security controls and define the implementation owner of each control. The Contractor shall obtain the written approval of the System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.

(e) Information System Contingency Plan (ISCP) and Testing -- The Contractor shall develop and maintain the ISCP for the system as defined in the DOT Departmental Cybersecurity Compendium. The Contractor shall regularly test the ISCP and document test results in accordance with the DOT Departmental Cybersecurity Compendium.

(f) Security Assessment and Authorization - All applicable Contractor systems/applications must support risk management processes, and produce and maintain the documents and artifacts as specified in the DOT Departmental

Cybersecurity Policy and the DOT Departmental Cybersecurity Compendium. The Contractor shall prepare and submit the required documents as specified in the Deliverables section of the contract. For systems categorized as High or Moderate security impact per FIPS PUB 199, the Contractor must obtain a qualified independent Security Control Assessor and obtain the approval of this assessor from the DOT Authorizing Official. The Contractor may not begin the processing of DOT information, interconnecting with DOT networks or systems, or any other production operation of the system until the DOT Authorizing Official grants security authorization in accordance with DOT policy and procedures specified in the Departmental Cybersecurity Policy and Compendium.

(g) Continuous Monitoring - Upon attainment of security authorization from the DOT Authorizing Official, the Contractor must implement and perform continuous monitoring of the security state and controls of the information system as specified in the Departmental Cybersecurity Policy and Compendium producing the specified reports and other artifacts to demonstrate ongoing risk management.

(h) Contract Compliance - Upon approval by DOT, the Systems Security Plan, FIPS 199 Categorization, Contingency Plan, Security Assessment Report, Security Authorization, Plan of Action and Milestones (including any required updates), and other documents that are required based on the type of information system in accordance with the Departmental Cybersecurity Policy and Compendium, shall be incorporated into the contract file as compliance documents.

(i) Availability of Data, Documents and Access -

(1) The Contractor shall ensure that all DOT data remains within the United States except as approved in writing by the DOT Authorizing Official or his/her designee.

(2) The Contractor shall provide DOT (or DOT- designated third party contractors) access to the Contractor's and subcontractors' facilities, installations, operations, documents, records, databases, and personnel used in performance of the contract. The Contractor shall have the means to support DOT's request for access 24 hours per day, 7 days per week which may be necessitated due to a security incident, breach or other security matter.

(3) The Contractor shall provide access to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOT information or to the functions of information technology operated on behalf of DOT, and to preserve evidence of criminal activity.

(4) Upon termination of the contract or earlier, upon request, the Contractor shall provide to the DOT Authorizing Official or his/her designee all DOT data, source code, or database files, in a format specified by the DOT Authorizing Official or his/her designee.

(j) Monthly Deliverables: The Contractor shall provide, on a monthly basis, the following information in NIST Security Content Automation Protocols (SCAP) XML data formats:

- (1) Device inventory (type of device and software);
- (2) Medium and High Vulnerabilities for each device;
- (3) Deviations from approved Configuration Baselines for each device; and
- (4) Additional information as required by OMB or the Department of Homeland Security (DHS) as indicated in the Departmental Cybersecurity Compendium.

(k) Quarterly Deliverables: The Contractor shall provide, on a quarterly basis, the following information in a format specified by the COR:

- (1) Plan of Action and Milestones (POA&M) – The Contractor shall prepare a draft of the POA&M associated with known weaknesses at the completion of the initial security assessment. The Contractor shall collaborate with the DOT System Owner, Information System Security Officer/Manager (ISSO/ISSM) and DOT Authorizing Official to obtain necessary information to complete the POA&M to meet DOT guidelines specified in the DOT Departmental Compendium. The POA&M approved by the DOT Authorizing Official shall be included in the initial authorization package. Upon entering Continuous Monitoring phase, the Contractor shall update the POA&M at least quarterly to ensure it contains all known system security weaknesses discovered through security assessment, continuous monitoring, internal and external audits, and related activities that examine security and IT controls of the contractor information system. The POA&M update shall also include progress on corrective actions for weaknesses previously identified.

(l) Annual Deliverables: The Contractor shall provide, on an annual basis, the following documents to the contracting officer and COR:

1. Updated security risk management documentation:

- a. System Security Plan - The Contractor shall review and update the System Security Plan at least annually to ensure the plan is current, accurately describes implemented system controls and reflects changes to the Contractor system and its environment of operation.
- b. Security Assessment Report - The Contractor shall provide an update to the Security Assessment Report, based on the results of continuous monitoring performed. For systems categorized as High and Moderate security impact level, the independent Security Control Assessor must issue this report.

- c. Information System Contingency Plan (ISCP) - The Contractor shall provide an annual update to the ISCP completed in accordance the Departmental Cybersecurity Compendium.
 - d. FIPS PUB 199 Categorization - The Contractor shall provide an update to the FIPS PUB 199 Categorization which shall identify any and all information type changes and resulting security impact levels for Confidentiality, Integrity and Availability in accordance with the DOT Departmental Cybersecurity Compendium. The DOT Authorizing Official must approve all changes in FIPS PUB categorization.
- (2) Information Security Awareness and Training Records - The Contractor shall ensure its personnel complete both general awareness training and role-based training for personnel that perform roles deemed by DOT to require annual specialized security training (refer to Compendium Appendix D). The Contractor shall comply with awareness and training policy specified in the DOT Departmental Cybersecurity Compendium and evidence of completion of training shall be provided to the COR upon request by the Government.
- (3) Information System Interconnection Agreements - The Contractor shall identify all interconnections between its system and other parties. (Refer to the DOT Departmental Cybersecurity Compendium for definitions and requirements for documentation, security controls and authorization of interconnections).
- (4) All Other Applicable Documents as Specified in the Departmental Cybersecurity Compendium.
- (m) HSPD-12 / Identity, Credential and Access Management Requirements - The Contractor shall ensure, at a minimum, that all systems that it develops for or operates on behalf of the Government support the use of Personal Identity Verification (PIV) smart cards, and PIV interoperable (PIV-I) smart cards as appropriate, for authentication and access to those systems, for the digital signature of documents and workflows, and for the encryption of documents and information, in accordance with NIST PUB 201 and related special publications. When explicitly required, or by September 30, 2012, whichever occurs earlier, the Contractor shall ensure that all systems it develops for or operates on behalf of the Government meet applicable DOT policy requirements for identity, credential, and access management (ICAM) and require the use of a PIV card or PIV-I for authentication, access, digital signature, and encryption. The Contractor shall ensure that services and products it purchases involving facility or system access control are on the current FIPS 201 Approved Products List, found at <http://www.idmanagement.gov/>.
- (n) US Government Configuration Baseline - The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the US

Government Configuration Baseline (USGCB). This includes Internet Explorer configured to operate in Windows. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with USGCB Scanner capability to certify their products operate correctly with USGCB configurations and do not alter USGCB settings, and shall provide documentation of such validation to the Government as a prerequisite for Government acceptance of the Contractor's products. The Contractor shall follow guidance in the DOT Departmental Cybersecurity Compendium for tracking and reporting deviations from these baselines.

(o) System Access Notice - The Contractor shall implement DOT- approved warning banners on all DOT systems (both public and private) operated by the Contractor prior to allowing authenticated access to the system(s). The DOT Departmental Cybersecurity Compendium specifies requirements for this warning banner and permitted deviations depending on the end user device.

(p) Privacy Act Notifications - As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act." The Contractor shall ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

"This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Individuals who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both."

(q) Non-Disclosure Agreements - The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.

(r) Nondisclosure of Security Safeguards - In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards: the Contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any safeguards either designed or developed by the Contractor under the contract. If new or unanticipated threats or hazards are discovered by either the Government or the

Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(s) Subcontracts - The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions described in paragraph (b).

I.9 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its Subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

(End of Clause)

I.10 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.202-1 Definitions (JAN 2012)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (OCT 2010)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- 52.203-14 Display of Hotline Poster(s) (DEC 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
- 52.204-7 Central Contractor Registration (AUG 2012)

- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
- 52.215-2 Audit and Records - Negotiation (OCT 2010)
- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)
- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)
- 52.215-14 Integrity of Unit Prices (OCT 2010)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (JUN 2011)
The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
- 52.216-8 Fixed Fee (JUN 2011)
- 52.217-2 Cancellation Under Multiyear Contracts (OCT 1997)
- 52.217-8 Option to Extend Services (NOV 1999)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)

Note: The factor in paragraph (b) is 10 percent. If the Offeror elects to waive the price evaluation adjustment check this box [].

- 52.219-8 Utilization of Small Business Concerns (JAN 2011)
- 52.219-9 Small Business Subcontracting Plan (JAN 2011) Alternate II (OCT 2001)
- 52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-28 Post-Award Small Business Program Re-representation (APR 2012)
- 52.222-2 Payment for Overtime Premiums (JUL 1990)
Paragraph (a) insert "\$0"
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-37 Employment Reports Veterans (SEP 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (JUL 2012)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-10 Waste Reduction Program (MAY 2011)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

- 52.223-19 Compliance with Environmental Management Systems (May 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007) - Alternate I (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.227-14 Rights in Data - General (DEC 2007)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- 52.230-2 Cost Accounting Standards (MAY 2012)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (MAY 2012)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010)
- 52.232-1 Payments (APR 1984)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (OCT 2010)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008) - Alt I (FEB 2002)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)

- 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-2 Production Progress Reports (APR 1991)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes – Fixed Price (Aug 1987) – Alternate III and V (APR 1984)
- 52.243-2 Changes - Cost-Reimbursement (Aug 1987) – Alternate I and V (APR 1984)
- 52.243-7 Notification of Changes (APR 1984)
- 52.244-2 Subcontracts (OCT 2010)- Alternate I (JUN 2007)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-25 Limitation of Liability- Services (FEB 1997)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)
- 52.249-2 Termination for Convenience (Fixed-Price) (APR 2012)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

52.251-1 Government Supply Sources (APR 2012)

52.252-4 Alterations in Contract (APR 1984)
Portions of this contract are altered as follows: None

52-252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Transportation Acquisition Regulation (TAR). (48 CFR 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES

1252.217-74 Subcontracts (OCT 1994)

1252.223-71 Accident and fire reporting (APR 2005)

1252.223-73 Seat belt use policies and programs (APR 2005)

1252.237-71 Certification of Data (APR 2005)

1252.237-73 Key Personnel (APR 2005)

1252.242-71 Contractor Testimony (OCT 1994)

1252.242-72 Dissemination of Contract Information (OCT 1994)

PART III

SECTION J - LIST OF ATTACHMENTS

1. Billing Instructions-Cost Reimbursement Contracts-4 pages
2. Standard Form 1034 & 1035, Public Voucher Form and Attachment-By Reference-Available
at: <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>.
 - a. APPENDIX A-INSTRUCTIONS FOR COMPLETING THE SF 1034 can be accessed
at: <http://www.dot.gov/ost/m60/tamtar/part1232.htm#appen32a>.
 - b. APPENDIX B-INSTRUCTIONS FOR COMPLETING THE SF1035 can be accessed
at: <http://www.dot.gov/ost/m60/tamtar/part1232.htm#appen32b>.
3. All referenced OMB Circulars-Available
at: <http://whitehouse.gov/omb/circulars/index.html>
4. Task Order Summary Template
5. Monthly Progress Report Template

Attachment 1

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF ACQUISITION MANAGEMENT**

Billing Instructions

Cost Reimbursement Contracts

1. Introduction

Reimbursement procedures related to negotiated cost-type contracts involve the preparation and submission by Contractors of properly prepared vouchers to the Government. These instructions are provided for the use of Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under the contract. The submission of vouchers as suggested herein will keep the correspondence and other causes for delay to a minimum and will thus assure prompt payment to the Contractor.

2. Forms to be Used

In requesting reimbursement, Contractors are urged to use the regular Government voucher forms, Public Voucher for Purchases and Services Other than Personal, SF-1034 (Exhibit A), and Continuation Sheet, SF-1035 (Exhibit B). Or the Contractor may use its own forms, provided the Contractor's forms follow the format of the SF-1034 and SF-1035.

3. Preparation

Each billing shall be prepared in an original and two copies, arranged in two parts as follows and submitted at intervals as specified by the terms of the contract. Each billing must be sequentially numbered, beginning with 1 for each contract. Billings for different contracts may not be co-mingled on a single billing.

Part I - Summary of All Costs (See Exhibit A attached)

This portion consists of a listing of cost elements, by general categories, i.e., direct labor, overhead, etc., showing the amounts incurred during the period covered by the billing. The reimbursement costs incurred, and the dates for the period for which billing is made, must fall within the period as set forth in the contract.

The Contractor shall include the following signed certification for support service contracts:

"I certify that the hours and/or materials identified are allocable to the job being

billed and that the costs are justified as attributable solely to the performance of this Government contract."

The Contractor shall include the following signed certification for all other cost reimbursement contracts other than support services:

"I certify that all payments requested have been incurred, are allocable to this contract and have not been billed previously."

Part II - Details of Direct and Indirect Costs:

This part consists of a detailed statement of direct and indirect costs and supports each category of costs shown in Part I. The Contractor shall include a breakdown for the current billing period and cumulative totals since contract execution. The detailed information to be continued in Part II is to assist the Contracting Officer and program office personnel in verifying voucher vis-a-vis contract performance. The categories of costs should be itemized and described as follows:

a. Direct Labor

Direct labor costs consist of salaries and wages paid for scientific, technical and other work performed pursuant to the terms of the contract and shall be billed as follows:

List employees whose salaries or wages, or portions thereof, were charged to the contract; show the name, title, rate, days (or hours) worked and amount for each individual. Indicate if the labor rates include fringe benefits. If it is the Contractor's established practice to treat fringe benefits as a direct cost at a percentage of total labor costs, show the rate and amount as a separate item. If it is the Contractor's established practice to treat fringe benefits as an indirect cost, such costs shall be billed separately as an indirect cost item.

The cost of direct labor charged directly to the contract shall be supported by time records maintained in the Contractor's office.

(NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as "Other Direct Costs" if this treatment is in accordance with generally accepted accounting standards).

Premium pay is the difference between the rates normally paid on a straight time basis, and amounts paid for overtime or shift work. Such pay is not included in the direct labor and shall not be included in the billing for "direct labor" unless the Contractor has permission to utilize premium rates.

Unless provided for in the contract, premium pay must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay cause delays in payment due to suspensions and exchange of correspondence. Citations to authorizations for premium pay will avoid delays in payment.

Authorized premium pay may be shown in Part I as a single item; in Part II it must be separately itemized for each position or job category showing the amount and a citation of the Contracting Officer's letter of authorization.

If there is an annual escalation clause for direct labor in the contract, these rates shall not be exceeded in the billings.

b. **Materials and Supplies**

Only those items which the Contractor normally treats as "direct costs" shall be claimed under this heading. Items costing less than \$25 should be listed by category of materials or supplies (e.g., film, rentals, office supplies). Materials and supplies which exceed a unit price of \$25 should be billed separately. Show the description and dollar amount of individual items. All materials and supplies charges must be supported by the Contractor's records.

c. **Other Direct Costs**

NOTE: Other direct costs represent expenses related directly to the contract, provided such expenses are consistently treated as direct costs rather than indirect costs.

d. **Travel**

When authorized in the contract as a direct cost, travel costs directly related to specific contract performance may be billed as a direct cost. Travel costs detail in Part II shall include:

1. Name of traveler and official title.
2. Purpose of trip.
3. Dates of departure and return to starting point (station or airport).
4. Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
5. Unless otherwise authorized, travel costs will be reimbursed based on DOT Travel Regulations. This regulation provides for CONUS Per Diem reimbursement prescribed by GSA. Current regulation limits first and last days of travel to 3/4 Per Diem for each day.

If travel is made at other than economy fares, a statement shall be included indicating the reason for the deviation. Also, a copy of the air or rail ticket shall be included.

e. **Consultant Fees**

Part II of the voucher shall include the consultant's name, rate, number of days or parts of days and the total amount of charges.

f. **Subcontract Payments**

The voucher shall include the name of the subcontractor and the total amount of charges, supported by a break-down by elements of cost.

g. Equipment

Nonexpendable equipment must be identified, showing name of article, make, model, number of units, unit cost, and total cost.

h. Indirect Costs

Pending the establishment of final negotiated indirect rates for the Contractor's fiscal year or period of contract, whichever is applicable, indirect costs, i.e., overhead, fringe benefits and general and administrative expense must be billed at rates set forth in the contract. Rates can be changed during performance of the contract only by contract modification. When the rates are changed, the Contractor shall show revised rates on succeeding vouchers.

i. Fixed-Fee

Fixed-Fee, is to be billed in accordance with the terms of the contract.

j. Cost of Money

If applicable, cost of money shall be billed at rates set forth in the contract.

k. Withholding

Indicate the amount of cost/fee to be deducted from the cost subtotal, along with the percentage of withholding, as set forth in the contract.

Attachment 4

Task Order Summary Template

Summary of Proposed Cost and Labor

Contract Number:
Operations Work order Number:
Contracts Task Order Number:
Task Title:
Period of Performance:

1. Prime Contractor Summary:

Personnel	Labor Category	Proposed Hours by Task				Total
		Task 1	Task 2	Task 3	etc.	
Expand as needed						
Subtotal for Prime Contractor						

2. Sub-contractor(s) Summary

Personnel & Company	Labor Category	Proposed Hours by Task				Total
		Task 1	Task 2	Task 3	etc.	
Expand as needed						
Subtotal for Sub-contractor(s)						

3. Total Labor Hours

Labor Category	Proposed Hours by Task				Total
	Task 1	Task 2	Task 3	etc.	
Expand as needed					
Subtotal for Labor Hours					

4. Proposed Other Direct Cost (ODC)

Travel	\$
Equipment	\$
Materials	\$
Other (specify)	\$
Total ODC	\$

Attachment 5

Monthly Progress Report Template

Summary of Actual Cost and Labor

Contract Number:
Operations Work order Number:
Contracts Task Order Number:
Task Title:
Period of Performance:

Funds Obligated to task:	\$	%
Funds Spent this reporting Period: Funds Spent to date	\$	%
Balance remaining:	\$	%
Is Remainder sufficient to complete?	Yes/No	
Percent complete		%
Identified Risks:		
Plans to mitigate:		

1. Prime Contractor Summary:

Personnel	Labor Category	Actual Hours by Task				Total
		Task 1	Task 2	Task 3	etc.	
Expand as needed						

Subtotal for Prime Contractor

2. Sub-contractor(s) Summary

Personnel & Company	Labor Category	Actual Hours by Task				Total
		Task 1	Task 2	Task 3	etc.	
Expand as needed						

Subtotal for Sub-contractor(s)

3. Total Labor Hours

Labor Category	Actual Hours by Task				Total
	Task 1	Task 2	Task 3	etc.	
Expand as needed					

Subtotal for Labor Hours

4. Other Direct Cost (ODC)

Travel	\$
Equipment	\$
Materials	\$
Other (specify)	\$
Total ODC	\$